Exhibit A

COURT OF COMMON PLEAS JEFFERSON COUNTY, OHIO

	, INC. FILED) VENUE OMMON PLEAS COURT H 43938 ERSON COUNTY, ONIO	Judg Wilell Well
Plaintiff,	MAY 04 2020 ;	
v.	JOHN A. CORRIGAN CLERK	COMPLAINT FOR DECLARATORY JUDGMENT
MARUBENI ITOCHU S INC.	TEEL AMERICA,	AND BREACH OF CONTRACT
150 EAST 42 ND STREET 7 TH FLOOR	·)	
NEW YORK, NY 10017)	
Defendant.)	

For its Complaint, Plaintiff, JSW Steel USA Ohio, Inc. ("Plaintiff"), by counsel, alleges:

PARTIES AND JURISDICTION

- Plaintiff is an Ohio corporation with its principal place of business in Jefferson County, Ohio.
- 2. On information and belief, Defendant Marubeni Itochu Steel America, Inc. ("Defendant") is a Delaware corporation with its principal place of business located at the address set forth in the caption.

JURISDICTION AND VENUE

- 3. Subject matter jurisdiction is proper in the State of Ohio, Common Pleas Court because the amount in controversy exceeds \$25,000.
- 4. Personal jurisdiction is proper because (a) the subject matter of this Complaint arises out of Defendant's transaction of business in the State of Ohio and (b) upon information and belief, Defendant maintains a physical office in the State of Ohio.

5. Venue is proper in Jefferson County, Ohio because the claim for relief arose in this county and this is the county where Plaintiff resides.

FACTUAL ALLEGATIONS

- 6. Plaintiff is a steel manufacturing company, with operations in Mingo Junction,
 Ohio.
 - 7. Defendant processes, manufactures, and sells steel and aluminum metal products.
 - 8. Plaintiff and Defendant are merchants.
- 9. Previous to the transaction that is the subject of this Complaint, Defendant had purchased steel products from Plaintiff.
- 10. On February 19, 2020, Defendant emailed Plaintiff, asking Plaintiff to provide offers for both 1 barge of steel product and 2 barges of steel product.
- 11. In response, on February 19, 2020, Plaintiff emailed to Defendant a quote for steel product.
- 12. Between February 19 and March 2, 2020, Plaintiff and Defendant negotiated, by both email and telephone, the price, quantity, size, grade, and delivery terms of a proposed order for steel product.
- 13. On March 3, 2020, representatives of Plaintiff and Defendant discussed the proposed order for product by telephone.
- 14. By email on March 3, 2020 following that telephone call, Defendant confirmed to Plaintiff the details of Defendant's purchase orders ("POs") for product from Plaintiff, specifically including three separate PO numbers, and the product, price, quantity, size, grade and delivery terms. (Exhibit A).

- 15. Plaintiff promptly replied "We will get these in our system tomorrow and send acknowledgements." (Exhibit A).
- 16. At that point in time, the parties had a contract and began conducting themselves recognizing the existence of that contract.
- 17. The following day, March 4, 2020, by email exchange, the parties deleted one line item of the order due to unavailability and made a tonnage adjustment on one line item of the order, which Plaintiff confirmed in writing on March 5, 2020.
- 18. Plaintiff entered Defendant's PO information into Plaintiff's system and began the process of production of the ordered product.
- 19. On March 6, 2020, Defendant asked Plaintiff to amend five items on the POs, which Defendant immediately confirmed.
- 20. On March 9, 2020, Defendant sent to Plaintiff by email Defendant's formal "Purchase Confirmation and Contract" documents for each of the three POs it had issued to Plaintiff. The documents were dated March 5, 2020. (Exhibit B).
- 21. On March 10, 2020, Plaintiff sent to Defendant by email Plaintiff's formal "Acknowledgement" document for the three POs it had received from Defendant. The document was dated March 9, 2020. (Exhibit C).
- 22. Defendant's Purchase Confirmation and Contract documents and Plaintiff's Acknowledgment document each contained consistent material terms regarding product, price, quantity, size, grade and delivery terms, with the contract price being \$1,644,680.
 - 23. All of those material terms were consistent with the parties' prior negotiations.

- 24. Defendant's Purchase Confirmation and Contract documents contained Defendant's standard terms and conditions of sale, and for that reason, Plaintiff declined to execute the documents, as is Plaintiff's standard practice.
- 25. Plaintiff's Acknowledgement document contained Plaintiff's standard terms and conditions of sale, and Defendant declined to execute that document.
- 26. For the prior purchase transaction between the parties, Plaintiff did not execute Defendant's PO and only signed Plaintiff's formal written Acknowledgement.
 - 27. Plaintiff manufactured the products ordered by Defendant.
- 28. On March 23, 2010, twenty days after delivery of its PO numbers and terms to Plaintiff, Defendant informed Plaintiff by email that Defendant was "no longer able to honor" its three POs. (Exhibit D).
- 29. Defendant initially attributed its inability to honor its POs to Plaintiff's refusal to sign Defendant's Purchase Confirmation and Contract documents. (Exhibit D).
- 30. In that March 23, 2020 email, Defendant then noted the "extraordinary and unsettling times" we are in, "the novel coronavirus (COVID-19) global pandemic still taking shape in the US and all of us experiencing dramatic changes in our lives," and a drop in the price of oil that "has created havoc in the world markets, including the steel market." (Exhibit D).
- 31. In that March 23, 2020 email, Defendant then solicited a unilateral price change, stating "If you still like us to take cargo, we will cooperate but we need to adjust the pricing." (Exhibit D).
- 32. By return email on March 23, 2020, Plaintiff rejected Defendant's attempted cancellation of the orders, further noting: "The order is almost ready. One barge is leaving

tomorrow which is getting loaded now. Second barge is supposed to leave next week." (Exhibit D).

- 33. By return email on March 23, 2020, Defendant indicated that it would "stand on our cancellation based upon your failure to sign our 3 Po's, in spite of our repeated requests." (Exhibit D).
- 34. In that March 23, 2020 email, Defendant again cited the "catastrophic changes in the market" and offered to "evaluate a new pricing proposal to determine if this order can be resurrected." (Exhibit D).
- 35. The market for the steel product that was the subject of the three POs did change to Defendant's detriment between the issuance of the POs by Defendant to Plaintiff on March 3, 2020 and March 23, 2020, when Defendant attempted advised Plaintiff that Defendant would not honor its three POs.
- 36. The true reason for Defendant's failure to honor its three POs issued to Plaintiff was that change in the market, not Plaintiff's refusal to sign Defendant's form.
- 37. On March 24, 2020, Plaintiff formally notified Defendant by email that Defendant's attempt to cancel the orders was wrongful and deemed by Plaintiff to be a repudiation of the contract that substantially impaired the value of the contract to Plaintiff. (Exhibit E).
- 38. At that time, Plaintiff urged Defendant to retract its repudiation and attempted cancellation. (Exhibit E).
- 39. At that time, Plaintiff also formally notified Defendant of Plaintiff's tender of delivery of product pursuant to the POs and also that Plaintiff was holding the product at Defendant's disposition, pending instructions from Defendant. (Exhibit E).

- 40. By return email on March 24, 2020, Defendant indicated that its position remained unchanged and that Defendant was "cancelling the orders as your rejection to sign contracts, as our business no longer has a use for this material due to the unprecedented collapse of the oil business, coupled with the unprecedented closing of business country-wide due to the deadly conronavirus pandemic." (Exhibit E).
- 41. Defendant has not retracted its repudiation and has refused to accept Plaintiff's tender of delivery of the product.
- 42. Defendant's unilateral repudiation of the POs constitutes a breach of the whole contract under Ohio's version of the Uniform Commercial Code ("UCC").
- 43. In light of Defendant's breach of contract, Plaintiff has taken and is continuing to take commercially reasonable steps to mitigate its losses by reselling the product at the best price possible in the current market conditions.
- 44. Plaintiff is entitled to recover from Defendant the difference between the resale price and the contract price, together with incidental damages incurred by Plaintiff as a result of Defendant's breach, which Plaintiff has incurred.

Count One

(Declaratory Judgment)

- 45. Plaintiff restates the above as if fully set forth herein.
- 46. Under Ohio's Declaratory Judgment Act (the "Act") this Court: "may declare rights, status, and other legal relations whether or not further relief is or could be claimed." O.R.C. § 2721.02(A).
- 47. Under O.R.C. § 2721.03, Plaintiff may "have determined any question of construction or validity arising under (a) contract...and obtain a declaration of rights, status, or

other legal relations under it." And pursuant to O.R.C. § 2721.04 "a contract may be construed by a declaratory judgment or decree either before or after there has been a breach of the contract." Finally, under O.R.C. § 2721.13 the provisions of Ohio's Declaratory Judgment Act "shall be liberally construed and administered."

48. As authorized by the Act, Plaintiff seeks for this Court to determine and declare: (a) that a contract to purchase goods was formed on March 3, 2020 upon Defendant's delivery of purchase order numbers and detailed material terms to Plaintiff, pursuant to §§2-204, 2-206(1)(a) and 2-207(3) of the UCC [O.R.C. §§1302.07, 1302.08(A)(1) and 1302.10(C)]; (b) that the terms of that contract consist of those terms on which the writings of the parties agree, pursuant to §2-207(3) of the UCC [O.R.C. §1302.10(C)]; (c) that Defendant's March 23, 2020 notification that it was "no longer able to honor" the purchase orders constituted a wrongful repudiation of that contract, pursuant to §2-610 of the UCC [O.R.C. §1302.68]; (d) that Defendant's failure to retract its repudiation pursuant to §2-611 of UCC [O.R.C. §1302.69] constitutes a breach of the contract, pursuant to §2-703 of the UCC [O.R.C. §1302.77]; (e) that Defendant is therefore entitled to the remedies provided by §2-703 of the UCC [O.R.C. §1302.77], including the right to resell and recover as damages the difference between the resale price (yet to be finally determined) and the contract price (\$1,644,680) together with any incidental damages, pursuant to §2-706 of the UCC [O.R.C. §1302.80].

Count Two

(Breach of Contract)

49. Plaintiff restates the above as if fully set forth herein.

- 50. A contract to purchase goods was formed on March 3, 2020 upon Defendant's delivery of purchase order numbers and details to Plaintiff, pursuant to §§2-204, 2-206(1)(a) and 2-207(3) of the UCC [O.R.C. §§1302.07, 1302.08(A)(1) and 1302.10(C)].
- 51. The terms of that contract consist of those terms on which the writings of the parties agree, pursuant to §2-207(3) of the UCC [O.R.C. §1302.10(C)].
- 52. Defendant's March 23, 2020 notification that it was "no longer able to honor" the purchase orders constituted a wrongful repudiation of that contract, pursuant to §2-610 of the UCC [O.R.C. §1302.68].
- 53. Defendant's failure to retract its repudiation pursuant to §2-611 of the UCC [O.R.C. §1302.69] constitutes a breach of the contract, pursuant to §2-703 of the UCC [O.R.C. §1302.77].
- 54. Defendant is therefore entitled to the remedies provided by §2-703 of the UCC [O.R.C. §1302.77], including the right to resell and recover as damages the difference between the resale price (which has yet to be finally determined) and the contract price (\$1,644,680) together with any incidental damages, pursuant to §2-706 of the UCC [O.R.C. §1302.80].

PRAYER

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- A. For the declarations outlined in Count One, including a declaration that Defendant breached the contract and that Plaintiff is entitled to damages equal to the difference between the resale price and the contract price, plus incidental damages;
- B. For its attorneys' fees and costs of this suit; and
- C. For such other and further relief as the Court may deem just and proper.

Respectfully submitted,

Michael A Roberts (0047129)
Thomas A. Prewitt (0060929)
GRAYDON HEAD & RITCHEY LLP
312 Walnut St., Suite 1800
Cincinnati, Ohio 45202
(513) 629-2799
mroberts@graydon.law
tprewitt@graydon.law
Attorneys for Plaintiff

Please serve by U.S. Certified Mail.

Thomas A. Prewitt

10254747.1

On Tue, Mar 3, 2020 at 6:30 PM Abhishek Aggarwal abhishek.aggarwal@jswsteel.us wrote: Thankyou Shohei san to make this work. We will get these in our system tomorrow and send acknowledgements . If I have any questions, Il call you. Have a good rest of your day. Regards **Abhishek** On Tue, Mar 3, 2020 at 5:55 PM Tanaka Shohei-ISALSA \tanaka-s@us.benichu.com\ wrote: Abhishek san As per your phone instruction, we accept net 45 days (assuming barge navigation 3 weeks from Mingo Junction to Houston). Followings are details of our PO. LOT 1 1,430 net ton under our PO L5-0295 with shipping marks #24.360/Quality/Size/Heat number/Houston LOT 2 110 net ton under our PO L5-0296 with shipping marks #24.361/Quality/Size/Heat number/Houston LOT 3 1,500 net ton under our PO L5-0297 with shipping **EXHIBIT** marks #24.363/Quality/Size/Heat number/Houston

Assortment/Price: As per attached.

Delivery term : Loaded on to buyer's truck, Houston

Shipment : End March/Early April from Mingo Junction

Payment : Net 45 days

Remarks : As same condition as previous order, your providing photos to show cargo condition when you ship out Minto Junction would be appreciated.

Thank you very much for your hard work including week end.

Shohei

<Lot 1>

HOT ROLLED COILS IN QUALITIES LISTED BELOW, MILL EDGE, 48,000 LBS.

MAXIMUM COIL WEIGHT, COIL INSIDE DIAMETER 24-34 INCHES, COIL OUTSIDE
DIAMETER 72 INCHES MAXIMUM, 1/2 STANDARD THICKNESS, WIDTH, CAMBER
TOLERANCES, GENERAL REQUIREMENTS TO ASTM A568/A635, NO OSCILLATION OR
COIL BREAKS, FOR LEVELING INTO PANEL FLAT SHEETS/PLATES, INVOICING ON
ACTUAL NET WEIGHT, TOLERANCE ON QUANTITY +/- 10%.

- ** ITEMS 1 7 : ASTM A1011 CS TYPE B
- ** ITEMS 8 10 : ASTM A1011 SS GRADE 36 TYPE 2 / ASTM A36
- ** ITEMS 11 21 : ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36

ITEM#	QTY	UOM	Due date	Size	Weight	Price (cwt)
1	44	Ton		.075 MIN X 48	88,000	\$28.00/cwt
2	44	Ton		.097 MIN X 48	88,000	\$27.00/cwt
3	44	Ton	•	.112 MIN X 48	88,000	\$27.00/cwt
4	66	Ton		.112 MIN X 60	132,000	\$27.00/cwt
5	44	Ton		.127 MIN X 48	88,000	\$27.00/cwt
6	88	Ton		.127 MIN X 60	176,000	\$27.00/cwt
7	66	Ton		.127 MIN X 72	132,000	\$27.00/cwt
8	44	Ton		.178 MIN X 48	88,000	\$27.00/cwt
9	66	Ton		.178 MIN X 60	132,000	\$27.00/cwt
10	110	Ton		.178 MIN X 72	220,000	\$27.00/cwt
11	44	Ton		.240 MIN X 48	88,000	\$27.00/cwt
12	132	Ton		.240 MIN X 60	264,000	\$27.00/cwt
13	220	Ton		.240 MIN X 72	440,000	\$27.00/cwt
14	22	Ton		.305 MIN X 48	44,000	\$27.00/cwt
15	44	Ton		.305 MIN X 60	88,000	\$27.00/cwt
16	22	Ton		.305 MIN X 72	44,000	\$27.00/cwt
17	44	Ton		.365 MIN X 48	88,000	\$27.00/cwt
18	88	Ton		.365 MIN X 60	176,000	\$27.00/cwt
19	88	Ton		.365 MIN X 72	176,000	\$27.00/cwt
20	44	Ton		.490 MIN X 48	88,000	\$27.00/cwt
21	66	Ton		.490 MIN X 60	132,000	\$27.00/cwt
Total	1430	Ton			2,860,000	

PRICE: THE ABOVE MENTIONED PRICES ARE TO BE UNDERSTOOD PER CWT, NET EFFECTIVE, VIA BARGE, LOADED TRUCK, NORTH SIDE CITY DOCKS, PORT OF HOUSTON, HOUSTON, TEXAS.

MARKS: #24.360 / QUALITY / SIZE / HEAT NO. / HOUSTON /

HOT ROLLED COILS IN QUALITIES LISTED BELOW, MILL EDGE, 48,000 LBS.

MAXIMUM COIL WEIGHT, COIL INSIDE DIAMETER 24-34 INCHES, COIL OUTSIDE
DIAMETER 72 INCHES MAXIMUM, 1/2 STANDARD THICKNESS, WIDTH, CAMBER
TOLERANCES, GENERAL REQUIREMENTS TO ASTM A568/A635, NO OSCILLATION OR
COIL BREAKS, FOR LEVELING INTO PANEL FLAT SHEETS/PLATES, INVOICING ON
ACTUAL NET WEIGHT, TOLERANCE ON QUANTITY +/- 10%.

** ITEMS 1 - 2 : ASTM A1011 SS GRADE 55

ITEM #	QTY	UOM	Due date	Size	Weight	Price (cwt)
1	44	Ton		.127 MIN X 60	88,000	\$28.00/cwt
2	66	Ton		.178 MIN X 60	132,000	\$28.00/cwt
Total	110	Ton			220,000	

PRICE: THE ABOVE MENTIONED PRICES ARE TO BE UNDERSTOOD PER CWT, NET EFFECTIVE, VIA BARGE, LOADED TRUCK, NORTH SIDE CITY DOCKS, PORT OF HOUSTON, HOUSTON, TEXAS.

MARKS: #24.361 / QUALITY / SIZE / HEAT NO. / HOUSTON /

<LOT 3>

HOT ROLLED COILS IN QUALITIES LISTED BELOW, MILL EDGE, 48,000 LBS.

MAXIMUM COIL WEIGHT, COIL INSIDE DIAMETER 24-34 INCHES, COIL OUTSIDE DIAMETER 72 INCHES MAXIMUM, 1/2 STANDARD THICKNESS, WIDTH, CAMBER TOLERANCES, GENERAL REQUIREMENTS TO ASTM A568/A635, NO OSCILLATION OR COIL BREAKS, FOR LEVELING INTO PANEL FLAT SHEETS/PLATES, INVOICING ON ACTUAL NET WEIGHT, TOLERANCE ON QUANTITY +/- 10%.

**ITEMS 1 - 3 : ASTM A1011 SS GRADE 36 TYPE 2 / ASTM A36

**ITEMS 4 - 10 : ASTM A1018 SS 0	GRADE 36 TYPE 2	/ ASTM A36
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ITEM#	QTY	UOM	Due date	Size	Weight	Price (cwt)
1	100	Ton		.1775 MIN X 48	200,000	\$27.00/cwt
2	100	Ton		.1775 MIN X 60	200,000	\$27.00/cwt
3	100	Ton		.1775 MIN X 72	200,000	\$27.00/cwt
4	200	Ton		.240 MIN X 48	400,000	\$27.00/cwt
5	200	Ton		.240 MIN X 60	400,000	\$27.00/cwt
6	200	Ton		.240 MIN X 72	400,000	\$27.00/cwt
7	200	Ton		.365 MIN X 48	400,000	\$27.00/cwt
8	100	Ton		.365 MIN X 60	200,000	\$27.00/cwt
9	100	Ton		.365 MIN X 72	200,000	\$27.00/cwt
10	200	Ton		.490 MIN X 48	400,000	\$27.00/cwt
Total	1,500	Ton			3,000,000	

PRICE: THE ABOVE-MENTIONED PRICES ARE TO BE UNDERSTOOD PER CWT, NET EFFECTIVE, VIA BARGE, LOADED TRUCK, NORTH SIDE CITY DOCKS, PORT OF HOUSTON, HOUSTON, TEXAS.

MARKS: # 24.363 / QUALITY / SIZE / HEAT NO. / HOUSTON



TEL 323-981-3280 FAX 323-981-3298 PURCHASE CONFIRMATION AND CONTRACT

SELLER

:JSWUL

JSW STEEL USA, OHIO

MINGO JUNCTION, OH 43938 1500 COMMERCIAL AVE.

> Marubeni-Itochu Steel America Inc. MISA - LOS ANGELES BRANCH

DATE: 03/05/2020

CONTRACT NO. :L5029500 :ARPIL 2020 SHIPMENT YOUR REF.NO.:3399

DESTINATION

PAYMENT TERMS :NET 45 DAYS AFTER BARGE DEPARTURE FROM MINGO

JUNCTION, OH.

DELIVERY TERMS :DAP, LOADED TRUCK AT NORTH SIDE CITY DOCK, HOUSTON, DLVY.ALLOWANCE :+10.0% -10.0

ATILNAND

UNIT PRICE

TNDOMY

넍

EXHIBIT В

INSURANCE TERMS:

 details as per attached sheet -TOTAL

E-MAIL : Tanakas@misa.com
COMMODITY

DEPT/UNIT

: CH5L LSA-SHOHEI

: TANAKA, SHOHEI

TEL 323-981-3285

P. I.C.

SUPPLIER

:JSWUL

MINGO JUNCTION, OH 43938 JSWUL JSW STEEL USA, OHIO 1500 COMMERCIAL AVE.

1,430.000

2,860,000.000

DAP, LOADED TRUCK AT NORTH SIDE CITY DOCK, HOUSTON, TX 773,080.00

773,080.00

G. TOTAL

INSPECTION MANUFACTURE : MILL'S FINALL : JSW STEEL USA, OHIOMINGO JUNCTION,

DELIVERY WEIGHT : ACTUAL NET WEIGHT

REMARKS

SHIPPING : L50295/QUALITY/SIZE/HEAT NO./

KI RK

NOLSTON

PACKING :

: HOT ROLLED COILS, MILL EDGE, 1/2 STANDARD THICKNESS, WIDTH, CAMBER TOLERANCES, GENERAL REQUIREMENTS TO ASTM A568/A635, MAX COIL WT: 48,000LBS, COIL OD MAX: 72". FOR LEVELING INTO PANEL FLAT SHEETS/PLATES. NO OSCILLATION OR COIL BREAKS. PHOTOS SHOWING APPREARANCE OF COILS AT THE TIME OF LOADING

This Communit is and shall be subject to the Terms herein stated and those on the reverse side hereof, including the provision for arbitration, all of which are hereby accepted by the Salier. The provision of this Contract may not be modified, rescinded or

If changes are decired this Contract should be returned immediately to the Buyer together with the suggested changes, and if substactory to the Buyer a new revised contract will be forwarded for the Seller's signature. waiwed except in writing and in accordance with the Terms and Conditions on the reverse hereof. This Constact has been prepared in accordance with the understanding between the Seller and the Buyer. No Changes should be made therein by the Seller.

comply with any instruction given by the Buyer, the regulations promulgished thereunder (40 CFR Part 82). If such merchandise consists or is menufactured with Class I azone depicting substances. The Seller shall place a warning label thereon in compliance with said stands and regulators and shall also The Seller hareby represents and warrants to the Buyer that no merchandes to be supplied to the Buyer hareander contain nor we're manufactured with Class I opene depleting substances as identified by the US Clean Air Act Amendment of 1990 and

¥ξ

ACCEPTED BY SELLER

AUTHORIZED SIGNATURE

BΥ

BUYER: Marubeni-Itochu Steel

KAZUYUKI HIRASAWA VICE PRESIDENT DIV 1

LOS ANGELES BRANCH
111 W.OCEAN BOULEVARD, SUITE 1940

AUTHORIZED SIGNATURE

LONG BEACH, CA 90802

THE ORDER FOR THE MERCHANDISE SPECIFIED ON THE FACE HEREOF IS UPON THE FOLLOWING EXPRESS TEINAS AND COMMITTING WHICH TOGETHER WITH SAID ORDER SHALL CONSTITUTE THE BITTIES CONTRACT BETWEEN THE BUTER AND THE SELLER.

- 1. This is a complete contact and the front and reverse sides contain the full agreement of the parties including all sales and calment years. There are no additional farms, specifications or representations not expressly contained on the front or reverse of this contract specifications or purposes all prior correspondence, or fair blanks, conformations or manifolds whether issued before or after this contract and any past of thater or do, confirmation or contract of any agent of sharp party whether issued before or after this contract by the contract the respication, modification or waiver of the modification contract or any form the provision thereof or any right of Bayer shall be binding upon Bayer unless in writing and signate by officer of Sayer. No waiver by Bayer of any default or breach shall be deamed a waiver of any other, prior or subsequent default or breach.
- 2. This instrument shall become a binding contract when signed by both Seller and Buyer, in the absence of the signature of Seller, Seller shall inevertibless be bound when delibery dates, shipping instructions, instructions to be open-ficialisms, labels, brands, solors, designs, passures, models or associament, or any other instructions, modifications of any such instructions at the all or any part of the merchandles have been given by Buyer by Seller and Seller has not refused or rejected the same by vertise notice to Buyer within the (5) days after the giving of the same by Buyer or when Seller has made delivery to Buyer or any part of the merchandles covered by this contract.
- 3. The prices and terms stipulated on the face of this contract are those actually applying to this transaction except for anticipations, discourts, deductions, or relates customerity allowed in the particular trade. The prices quoted on the face of this contract into beside upon the freight rates prevailing on the date of this contract. If freight is included, whether as a separate or included in the unit price, and if such freight rate is included, whether is a separate or included in the unit price, and if such freight rate date of this contract and prior to delivery of the merchandise to Buyer. Sale whill grain to Buyer is reducted in the price to the action of the decrease of such freight rate. Any and all taxes of the United Street or any state or subdivision thereof now or harafter imposed with respect to the sale, processing or temporation of the merchandise shall be for the account of Seller and payable by Seller.
- 4. The time or trines epacified for shipment and/or delivery on the face hereof shall be of the asserted of the contract. If the marchandes is not shipped and/or delivered within the time or bines po specified, Buyer shall have the right in its sole and should delivered control to contact the contract with respect to all or any undestined on the rice hereof, all expenses and risk of the interchandes in close the color of the interchandes are for the account of Solier until calculary of such marchandes is made to buyer at the destination shown the face hereof. Saler agrees to pay all access charges or expenses resulting from its falline to ship and rules the marchandes in the least expensive marrier or as instructed by the Buyer resulting from its falline to ship and rules the paid by Buyer. Unless otherwise provided on the face hereof, the marchandes may not be transhipped or delivered in installments without the prior written consent of Buyer.
- 5. On the day of shipment, Selfer without delay, shall promptly forward to Buyer complete sost, in the requisite number of copies, of the fellowing duly executed documents Selfer's involos, full set of clean shipping documents foriginal bills of lasting express or earlier? recepts, certifications of quality analier quantity, packing little and any other documents or additional copies of documents inquired to be furnished by Selfer as specified on the face hareof. All invoices and packages must show Buyer's contract number indicated on the face hareof:
- If the conclisions set forth in this paragraph are not complied with by Saller, Buyer at its option, without ilability to Buyer and notding Saller listle for all damages, may list ristues to accept delivery of any such shipment, or to delay or defer payment for any such shipment with all to conditions have been complied with, or id cancel such shipment and/or undeliverable portion of this commant and/or any other contrast between parties.
- And Salier beforeted provides for delinery in installments, or if Buyer agrees in writing to accept delinery in linguilments, and Salier defaults in making brinkly delinery of any such installment of breaches any other term or condition of this contract. Buyer may, at its optical, by giving notice in verting to Salier of its election to be due, and the contract or an undelinerable portion thread and such other contracts as may exist between Buyer and Salier and/or may defar or delay parent under this contract or such other contracts as may exist between Buyer and Salier with such treatment or default is cared in the exert of any such cancellations by Buyer. Buyer shall be the high to necour demands under any fair of the contract. Alone default or prior breach of this contract of the contract. Whenever Buyer shall be entitled to demands under any terms of the optical, default or prior by the contract. Whenever Buyer shall be entitled to demands under any terms of profits, special, direct, indirect and consequential damages.
- 7. Byer has bargained for the goods listed on the face of the contract and commercially equivalent goods are not acceptable without the prior written approval. All macrimodes artisped or delivered to buyer shall strictly conform to all specifing from the prior written approval. All macrimodes artisped or delivered to buyer shall strictly conform to all specifing proteins producing, plants, instruments, plants, instruments, and a specific producing producing producing in the producing producing producing producing producing or other descriptions or instruments are not of such reported as when does not so conform may be rejected in whele or in part at the option of Buyer and if inscribed may be related may be related in whele or in part at the option of Buyer and if it is strictly the selected may be related in whele or in part at the option of such rejection by Buyer to Seller. All charges of every tund and many large and the byer as gold for by or restricted the Seller and the strictly of the selected may be related and an acceptance of such macronicise by Buyer to Seller. All charges of the macronicise in going notice of rejection to Seller and the selection of such macronicise by Buyer to Seller, all charges of the macronicise in going notice of rejection to Seller and the selection of such macronicise by Buyer to Seller and the selection of such macronicise. Buyer and selection is selected macronicise or related as selected to such macronicise, Buyer stall have the right to withhold any partners say macronicise and charge of such macronicise. Buyer and Seller until not be desired a water of Buyer, not Buyer or Seller and the selection is selected to such macronicise. The payment by Buyer of Seller's invoice does not constitute acceptance of the macronicise covered by such invoice, and sold or reject or make claim with respect to all or any part of the macronicise covered by such invoice.
- B. Saller shall declare the full invoice value of the merchandise in writing at the latine of shipment or delivery and shall be liable to Buyer for any and all loss or demage sestimed by Buyer by reason of Seller's failure to an declare such full invoice value, he term or conclision of this contract shall be shread, amended, or qualified by anything appear on Seller's invoice or any other document issued by Seller or any agent or broker of either purty.

- 10. All packages and merchandise must be packed and marked by Seller in accordance with Buyer's instructions. Any package or merchandise not so backed or having labels or merts other than trose specified by Buyer, may, at the Buyer's opinion and at Seller's risk and expenses be reamed to Seller for repacking and/or nextling or Buyer may repack and/or remark the same and Seller shall pay for or reimbures Buyer for all charges and apparess in connection therewith, Seller shall make no charge to Buyer for packing unless specifically provided on the face hereof.
- 11. If the merchandise covered by this contract shall be purchased by Buyer for export from the United States, Saller shall at its own cost and expense, comply with all laws, rudes and regulations relating to and/or governing all such exports and shall procure and other the Buyer all inacessary laterance, export destirations and other measurey decuments and Saller shall pay all export fees, class and taxes in connection with such expertation.
- 12. This contract and the performance of both parties harwander are publicat to all contingences beyond the control of either Buyer or Saller, including buy not limited to act of God, file, flood, war, rules, laws and order or any government restricting export from the unlead Stees or castricting inport into my foreign country, to which it inends to step or deliver the merchandes, accidents, strikes or lates of the control of either puty or deliver, accidents, strikes or lates and other participations and contingencies beyond the control of either puty or deliver the control of the strikes and the strikes and contingencies beyond the control of either puty or deliver as accidents, strikes or lates of the control of the control of either puty or deliver and the control of the control of either puty or deliver and the strikes and the st

138. Any composerpy or claim prising ext of, in compaction with or relating to this contract or the interpretation, performance or tycosch threatof shall be settled by arbitration in the Cilly of New York under the rules than obtaining of any one of the following, at Buyer's sole options American Authorities Association or their encomments, and under the lower of the State of New York, Amyring to the contempt of maked rules and lawer considering the parties consent that any papers, notices are processes meassesty or proper for the confirmation of an award and early of pulgament on an award made therefore, including appeals in commercian threadity, may be served upon each of them after by projected or contribut mall additionable to them at their respective addresses them on the state of the pulgament on an award made additionable to the served upon each of them they by registered or contribut mall be served upon each of them they beginned or contributed mall additionable to the served upon each of the text of the pulgament of the within or without the State of New York, or fill by any other manner or service permitted under the lates of the State of New York, and the parties they observed the service and other than of the accuracy of the State of New York.

- 138s. In any arbitration proceeding in which an award is made in favor Suyer, Suyer shall entitled, in addition to other damages awarded to it, to recover from Seller all costs and expenses of the arbitration, accluding its reasonable attorneys' fees
- 14. Byper shall not be limited in its rights and remedies against the Salier for any cause whetbower to those in this contract but shall have such other rights and remedies as may be available to it, including all rights under York Uniform Commercial Code. 2 %
- 15. This contract shall be deemed to have been poverned by the laws of the State of New York. mede in and its Interpretation ž performance

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ANY ACTION OF ANY KND AGAINST BUYER AND SELLER MUST BE COMMENCED WITHIN ONE YEAR OF THE E SUCH RIGHT, CLAIM, DEMAND OR CAUSE OF ACTION SHALL FRIST ACCRUE

ATTACHED SHEET (PURCHASE)

: JSWUL JSW STEEL USA, OHIO 1500 COMMERCIAL AVE. MINGO JUNCTION, OH 43938

TEL 323-981-3280

FAX 323-981-3298

SELLER

CONTRACT NO.: L5029500

DATE: 03/05/2020

	(7) ASTM A1011 SS GRADE 36 TYPE 2 / ASTM A36 0.178 MIN X 48.00 X C		ASTM A1011 CS TYPE B 0.127' MIN X 60.00' X C		(5) ASTM A1011 CS TYPE B 0.127 MIN X 48.00" X C		(4) ASTM A1011 CS TYPE B 0.112 MIN X 60.00 X C		0.112" MIN X 48.00" X C		(Z) ASTM A1011 CS TYPE B 0.097 MIN X 48.00 X C		(1) ASTM A1011 CS TYPE B 0.075* MIN X 48.00* X C	HOT ROLLED STEEL COIL	COMMODITY	MINGO JUNCTION, OH 43938
																DEPT/UNIT
S/T 44.000		S/T		\$/T 44.000		S/T 66.000		S/T 44.000		S/T 44.000		S/T 44.000				: CH5L LSA-SHOHEI
LB 88,000.000		LB 176,000.000		TB 88,000.000		LB 132,000.000		88,000.000		LB 88,000.000		LB 200.000			QUANTITY	
PER 1		PER 1		PER 1		PER 1		PER 1		PER 1		PER 1				
100 LB 27.0000		100 LB 27.0000		100 LB 27.0000		100 LB 27.0000		100 LB 27.0000		100 LB 27.0000		100 LB 28.0000			UNIT PRICE	
USD 23,760.00		USD 47,520.00		usp 23,760.00		USD 35,640.00		USD 23,760.00		USD 23,760.00		usp 24.640.00			TNDOMA	

TEL 323-981-3280 SELLER : JSWUL JSW STEEL USA, OHIO 1500 COMMERCIAL AVE. MINGO JUNCTION, OH 43938 FAX 323-981-3298 ATTACHED SHEET (PURCHASE) CONTRACT NO.: L5029500 DATE: 03/05/2020 Marubeni-Itochu Steel America Inc. MISA - LOS ANGELES BRANCH

DEPT/UNIT

: CHSL

LSA-SHOHEI

(14) (I3) (12) (O1) (11) COMMODITY ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.305 MIN X 48.00 X C ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.240" MIN X 72.00" X C ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.240" MIN X 60.00" X C ASTM A1011 SS GRADE 36 TYPE 2 / ASTM A36 0.178" MIN X 72.00" X C ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.305 MIN X 60.00 X C ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.240" MIN X 48.00" X C ASTM A1011 SS GRADE 36 TYPE 2 / ASTM A36 0.178" MIN X 60.00" X C S/T 286.000 S/T 132.000 \$/T 110.000 S/T 44.000 S/T 66.000 S/T 44.000 S/T 22.000 LB 572,000.000 LB 264,000.000 LB 220,000.000 LB 132,000.000 LB 88,000.000 LB 88,000.000 LB 44,000.000 YTITNAUQ PER PER 100 LB 27.0000 PER PER PER PER PER 100 LB 27.0000 100 LB 27.0000 100 LB 27.0000 100 LB 27.0000 UNIT PRICE 100 LB 27.0000 100 LB 27.0000 USD 23,760.00 USD 11,880.00 USD 154,440.00 USD 71,280.00 USD 23,760.00 USD 59,400.00 USD 35,640.00 AMOUNT



TEL 323-981-3280	ATTACHED SHEET (PURCHASE)	Marubeni-Itochu Steel America Inc MISA - LOS ANGELES BRANCH	PAGE 4
MINGO JUNCTION, OH 43938	DEPT/UNIT : CH5L LSA-SHOHEI		
COMMODITY			
(15) ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36		COUNTILL ONLY PRICE	AMOUNT
0.305 MIN X 72.00 X C	S/T 22.000	LB PER 100 LB	11 880 OO
(16)			1
ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.365" MIN X 48.00" X C			
	S/T 44.000	LB PER 100 LB 88,000.000 27.0000	USD 23,760.00
ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.365" MIN X 60.00" X C			
	S/T 88.000	LB PER 100 LB 176,000.000 27.0000	USD 47,520.00
ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.365" MIN X 72.00" X C			
(19)	\$/T 88.000	LB PER 100 LB 176,000.000 27.0000	USD 47,520.00
ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.490" MIN X 48.00" X C			
	S/T 44.000	LB PER 100 LB 88,000.000 27.0000	usp 23,760.00
ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.490" MIN X 60.00" X C			
	S/T	LB PER 100 LB 132,000.000 27.0000	USD 35,640.00
	S/T TOTAL 1,430.000	LB 2,860,000.000	773,080.00



SELLER TEL 323-981-3280 JSW STEEL USA, OHIO FAX 323-981-3298 PURCHASE CONFIRMATION AND CONTRACT Marubeni-Itochu Steel America Inc. MISA - LOS ANGELES BRANCH DATE: 03/05/2020

YOUR REF. NO. : 3400

CONTRACT NO. :L5029600 :APRIL 2020 SHIPMENT

DESTINATION

PAYMENT TERMS :NET 45 DAYS AFTER BARGE DEPARTURE FROM MINGO

JUNCTION, OH.

DELIVERY TERMS :DAP, LOADED TRUCK AT NORTH SIDE CITY DOCK, HOUSTON, TX DLVY.ALLOWANCE :+10.0% -10.0

INSURANCE TERMS:

P.I.C.

DEPT/UNIT

:CH5L LSA-SHOHEI :TANAKA, SHOHEI

SUPPLIER

JSWUL

JSW STEEL USA, OHIO

1500 COMMERCIAL AVE. MINGO JUNCTION, OH 43938

MINGO JUNCTION, OH 43938 1500 COMMERCIAL AVE.

E-MAIL :

Tanakas@misa.com

TEL 323-981-3285

details as per attached sheet -TATOTAL

110.000

QUANTITY

UNIT PRICE

AMOUNT

220,000.000

61,600.00

DAP, LOADED TRUCK AT NORTH SIDE CITY DOCK, HOUSTON, TX G. TOTAL 51,600.00

MANUFACTURE : JSW STEEL USA, OHIOMINGO JUNCTION,

INSPECTION : MILL'S FINALL

DELIVERY WEIGHT : ACTUAL NET WEIGHT

SHIPPING : L50296/QUALITY/SIZE/HEAT NO./

MARK

PACKING :

REMARKS : HOT ROLLED COILS, MILL EDGE, 1/2 STANDARD THICKNESS, WIDTH, CAMBER TOLERANCES, GENERAL REQUIREMENTS TO ASTM A568/A635, MAX COIL WT: 48,000LBS, COIL OD MAX: 72". FOR LEVELING INTO

PANEL FLAT SHEETS/PLATES. NO OSCILLATION OR COIL BREAKS. PHOTOS SHOWING APPREARANCE OF COILS AT THE TIME OF LOADING

AT MILL TO BE SUPPLIED BY SELLER.

This Contract is and shall be subject to the Terms herein stated and those on the reverse side hereaf, including the provision for arbitration, all of which are hereby accepted by the Salier. The prevision of this Contract may not be modified, rescribed or

If changes are desired this Contract should be returned immediately to the Buyer together with the suggested changes and if substactory to the Buyer a new revised contract will be forwarded for the Seller's algorithm. valved except in writing and in accordance with the Terms and Conditions on the reverse hereof. This Contract has been prepared in accordance with the understanding between the Selier and the Buyer, No Changes should be made therein by the Selier.

the regulations promulgated thereunder IAO CPR Part 821. If such merchandes consists or is manufactured with Class I coons depleting substances, the Seller shall place a warning label thereon in compliance with said statute and regulations and shall place comply with any instruction given by the Buyer. The Seller hereby represents and warrants to the Buyer that no merchandise to be supplied to the Buyer hereunder contain nor ware manufactured with Cities I occurs depicting substances as identified by the US Clean Air Act Amendment of 1990 and

ACCEPTED BY SELLER

ВΥ

AUTHORIZED SIGNATURE

ΒY

BUYER: Marubeni-Itochy

KAZUYUKI HIRASAWA LOS ANGELES BRANCH

VICE PRESIDENT DIV 1

AUTHORIZED SIGNATURE

111 W.OCEAN BOULEVARD, SUITE 1940 LONG BEACH, CA 90802



THE ORDER FOR THE MERCHANDISE SPECIFIED ON THE FACE HEREOF IS UPON THE FOLLOWING EXPRESS TERMS AND COMMITTION WHICH TOGETHER WITH SAID ORDER SHALL CONSTITUTE THE ENTIRE CONTRACT BETWEEN THE BATER AND THE SELLER.

- 1. This is a complete contract and the front and reverse sides contain the full agreement of the puries including all sales and delivery terms. There are no additional terms, specifications or representations not expressly contained on the front or reverse or this contract. This contract supersedate for all purposes all prior correspondents, order babits, conformations or mainfolds whether issued before or after this contract and any past or future order, confirmation or contract of any again of after party with respect to the merchanics covered by the contract the receivation, modification or valver of this contract or any provision thereof or any right of Bayer shall be bainding upon Bayer unless in writing and signed by officer of Bayer. No waker by Bayer of any default or breach shall be deemed a waiver of any other, prior or subsequent default, or treach.
- 2. This instrument shall become a binding contract when signed by both Salier and Buyer, in the absence of the signature of Salier, Salier shall newerbeless be bound when dainvery class, shipping instructions, instructions to be operativations, isballs, brands, colors, designs, patterns, models or assortments, or any other instructions, modifications of any such instructions as to all or any part of the merchanties have been given by Buyer to Salier and Salier has not netweet or rejected the same by written notion to Buyer within five t5 days after the guideg of the same by Buyer of any part of the merchandise covered by this contract.
- 3. The prices and terms eliphitated on the faces of this contract are those actually applying to this research for anticipations, discounts, deductions, or returns customarily allowed in the particular trade. The prices quoted on the face of this contract are based upon the freight rease prevailing on the date of this contract are traded in the unit price, and if such freight rate is recluded, whether as a separate or included in the unit price. and if such freight rate devoted weighter as a separate or included in the unit. Salier shall grave to they are accusted in the price to the state of this contract and price to delivery of the marchandists to they price to the action of the decrease of such freight rate. Any and all taxes of the United States or any state or subdivision thereof now or harvarither imposed with respect to the state, processing or transportation of the financhandise shall be for the account of Salier and payable by Salier.
- 4. The time or times specified for shipment and/or delivery on the face hereof shell be of the estence of the contract. If the marchandes is not shipped and/or delivered within the time or times so specified, Byer shall have the rippt, in its sole and absolute delivership to senice it is contract with respect to all or any undelivered part or insultance of the necessaries hading Salier liable for all damages, Unless offerwise specified on the face hereof, all expenses and risk of the marchandise is made to beyon at the destination shown on the face hereof. Salier agrees to pay all excess charges or expenses reacting from its failure to ship and route to the face hereof. Salier agrees to pay all excess charges or expenses reacting from its failure to ship and route the paid by Byer. Unless observintes provided on the face hereof, the Byer and/or to raintsure Byer for any such charges paid by Byer. Unless observintes provided on the face hereof, the marchandise may not be translapped or delivered in tribulinants without the prior vertice consent of Buyer.
- 5. On the day of shipmant, Seller without delay, shall promptly forward to Buyer complete sets, in the requisite number of copies, of the following day executed documents: Seller's invoice, full set of clean shipping documents foriginal billit of laufuy acrosses or carrier's revealeds, certifications of quality and/or quantity, pooking list and any other documents or audithoral copies of documents required to be furnished by Seller as specified on the face harvoir. All involves and packages must show Buyer's contract number indicated on the face hereof;
- If the conditions set forth in this puragraph are not compiled with by Saliar, Buyer at its option, without liability to Buyer and holding Saliar liabile for all damages, may be refuse to accept delivery of any such shapment, or be dailey or darker payment for any such shapment until all conditions have been compiled with, or its cancal such shapment and/or undeliverable person of this contract and/or any other contract between person.
- AS If this contract provides for delivary in installments, or if Buyer agrees in writing to accept delivary in installments. And Seller defaults in making timely delivery of any such installment or treatments any other term or constitut of this contract. Buyer may, at its option, by paining notice in writing to Seller of its election to due, amost the contract or an undeliverable portion thread and such other contracts as may exist between Buyer and Seller until on may defer or delay certain this contract or such other contracts as may exist between Buyer and Seller until such breach or default is contract. In this exert of any such calculations by Buyer, Buyer shall have the right to necous demages against Seller by reason of Seller's default or prior breach of this contract. Wherever Buyer shall be settled to demages under any terms of this contract, such demages shall exclude all loss of Buyer of every kind and nature, including but not limited to lose of profits, special, direct, indirect and consequential damages.
- 2. Byer has bargained for the goods listed on the face of this contract and portmercially equivalent goods are not acceptable without its prior written approval. All merchandles ethicped or delivered to buyer shall strictly conform to all specifications. Including models, drawings, plane, paterns, designs, ments, conservations, strings, samples, packing publing or other descriptions or instructions or flower plane, paterns by Buyer or its agent. Merchandles which does not so conform may be rejected in whole or in part at the option of Buyer and if rejected may be returned by buyer to Solier at Solier's risk or may be rejected in whole or in part at the option of Buyer and if rejected may be returned by buyer to Solier at Solier's risk or may be held for disposition by Buyer in solier, all this pass of newly that and state incurred by Buyer in relating such merchandles for deposition or retaining the same to Solier's risk to may be falled and state incurred by Buyer in relating the same to Solier's shall be borne by Solier and public to Solier's or in retaining the same to Solier's shall not be deemed an exceptance of such merchandles by event Buyer rejected or flower's right to impact make any claim with respect to such merchandles. Buyer shall have the right to writhfold any payments due to Solier under this or any claim with respect to such merchandles. Buyer shall have the right to writhfold any payments due to Solier under this or any other contract because they are displaced or disposed of. The payment by Buyer of Solier and severated to such incident and shall not be deemed a weiver of any rights of Buyer. Including but not be deemed to solier and contract buyer and Solier under the case of the merchandles covered by such invoice and shall not be deemed a weiver of any rights of Buyer. Including but not merchandles covered by such invoice and shall not be deemed a weiver of any rights of Buyer.
- Saler shall declare the full invoice value of the merchandise in verising at the time of shipment or delivery and I be liable to Buyer for any and all loss or demage sustained by Buyer by reason of Seler's failure to so declare I full invoice value. No term or condison of the contract shall be allered, amended, or qualified by anything appearing islier's invoice or any other document issued by Seller or any agent or broker of either party.

- Q. Seller hereby represents, warrants and guarantees to Buyer that

 (a) All marchandise covered by this contract is fit for the use for which it is intended and to which such merchandise is
 recrutally put, in fit for use in the purisalar field of Buyer's business and for any specific or especial purpose or use known by
 the Seller to be contemplated by the Buyer.

 (b) All marchandise is of first quality unless otherwise shown on the face hereof.

 (c) Buyer state be free from liability or responsibility for any patent, oppright speel, name, description, model, pattern,
 construction, trademark, design or stemp used by Seller and Seller state have sell-sightly in connection thereoff or by reason
 of any claim make or satt instanced in connection thereoffs and agrees to indemnify Buyer for any such liability and for all
 use and to indemnify Buyer base in commotion thereoffs and agrees to assume all liabilities for any displace resulting from such
 as its own costs and augments, shall take over the definition of the part of the sent projection when all costs, expenses and counted participate in any such safe spants as upon set and counted against Buyer being payable by Seller, in all events, Seller shall indemnify Buyer for any judgement and/or costs avaraded against Buyer.
- 10. All packages and marchandise must be packed and marked by Salier in accordance with Buyer's instructions. Any packages or marchandise not so packed or having labels or marks other than those specified by Buyer, may, at the Buyer's option and at Salier's rick and expense, be retearned to Salier for repacking and/or remarking or Buyer may replack and/or tensels the same and Salier shall. Day for or reimburse Buyer for all charges and superses to connection therewith. Salier shall make no charge to Buyer for packing unless specifically provided on the face hyperfi.
- 11. If we merchandles covered by this contract shall be purchased by Boyer for export from the United States, Seller shall, at its own cost and expense, comply with all laws, rules and regulatority relating to another governing all such exports and shall procure and colorer to Boyer, all necessary longered, expert declarations and other necessary cocuments and Seller shall pay all export fees, duties and taxes in connection with such exportation.
- 12. This contract and the performance of both parties harwarder are subject to all commigancies beyond the control of either Buyer or Salier, including but not limited to act of God, fire, ritocut, war, rutes, taxes and orders of any government restricting support from the uthinds States or cashiding import the any foreign country, or failure of Buyer to obtain import interests in any fereign country to which it intends to ship or deliver the merchandists, accidents, tetlus or labored the ownership to the case and contingenties beyond the control of either purply or deliver the merchandists, accidents, tetlus or labored the way to the control of the control
- 13(a). Any opercoversy or claim unising out of, in connection with or relating to this contract or the interpretation, performance or breach thateof shall be settled by arbitration in the City of New York under the rules than obtaining of any one of the following, at Buyer's sets options from Arbitration Association or their aucessors, and under the laws of the State of New York, Amphiling to the contrary contained and said rules and laws notwithmending the purples content that any papers, notices or processes recessary or proper for the continuation of an eward and entry of judgment on an award made hardward in content in contraction therewish, may be served upon each of them 0 by registered or contribution and acceptance of their respective addresses shown on the first on hereof, or 60 by personal service within or wiffour the State of New York, and the period hereof in the State of New York, and the period hereof in the State of New York, associations and of the courts of the State of New York.
- 13th in any arbitration damages awarded to it, to proceeding in which an evend is made in favor Buyer, Buyer shall entitled, in addition to other recover from Salier all costs and expenses of the architection, including its resourable attorneys' feet
- 14. Ower shall not be limited in its rights and remedies against the Salier for any cause whetsoever to those in this contract, but shall have such other rights and remedies as may be available to it, including all rights under fork Uniform Commercial Octob. 2 Z o
- This contract shall be deemed to have been a governed by the laws of the State of New York, 7 ž ž
- ANY ACTION OF ANY KIND AGAINST BUYER AND SELERI MUST BE COMMENCED WITHIN ONE YEAR OF THE E SUCH RIGHT, CLAIM, DEMAND OR CAUSE OF ACTION SHALL FIRST ACCRUE



ATTACHED SHEET (PURCHASE)

TEL 323-981-3280

FAX 323-981-3298

: JSWUL JSW STEEL USA, OHIO 1500 COMMERCIAL AVE. MINGO JUNCTION, OH 43938

CONTRACT NO.: L5029600

DATE: 03/05/2020

DEPT/UNIT : CH5L LSA-SHOHEI

		ASTM A1011 HSLA GRADE 55 CLASS 1 0.178° MIN X 60.00° X C		(1) ASTM A1011 HSLA GRADE 55 CLASS 1 0.127" MIN X 60.00* X C	HOT ROLLED STEEL COIL	COMMODITY
TOTAL	S:					
S/T 110.000	S/T		S/T 44.000			
LB 220,000.000	LB 132,000.000		LB 88,000.000			QUANTITY
	PER 100 LB 28.0000		PER 100 LB 28.0000			QUANTITY UNIT PRICE
USD 61,600.00	36,960.00		USD 24,640.00			AMOUNT



FAX 323-981-3298

TEL 323-981-3280

SELLER

TOMSD:

JSW STEEL USA, OHIO

PURCHASE CONFIRMATION AND CONTRACT Marubeni-Itochu Steel America Inc.

CONTRACT NO.

:L5029700

:L5029700 YOUR REF.NO.:3401 :END MARCH/EARLY APRIL 2020 SHIPMENT AIMING EARLIEST

MISA - LOS ANGELES BRANCH PAGE
DATE: 03/05/2020

SUPPLIER

MINGO JUNCTION, OH 43938 1500 COMMERCIAL AVE.

:JSWUL JSW STEEL USA, OHIO 1500 COMMERCIAL AVE. MINGO JUNCTION, OH 43938

ATTIN.

PIC DEPT/UNIT :CH5L LSA-SHOHEI

E-MAIL : :TANAKA, SHOHEI Tanakas@misa.com TEL 323-981-3285

DESTINATION

PAYMENT TERMS :NET 45 DAYS AFTER BARGE DEPARTURE FROM MINGO

JUNCTION, OH.

DELIVERY TERMS :DAP, LOADED TRUCK AT NORTH SIDE CITY DOCK, HOUSTON, TX DLVY.ALLOWANCE :+10.0% -10.0

ALLINVID

AMOUNT

INSURANCE TERMS:

details as per attached sheet -

1,500.000

3,000,000.000

810,000.00

DAP, LOADED TRUCK AT NORTH SIDE CITY DOCK, HOUSTON, TX

G. TOTAL

810,000.00

MANUFACTURE : JSW STEEL USA, OHIOMINGO JUNCTION,

INSPECTION : MILL'S FINALL

DELIVERY WEIGHT : ACTUAL NET WEIGHT

SHIPPING : L50297/QUALITY/SIZE/HEAT NO./

PACKING :

REMARKS : HOT ROLLED COILS, MILL EDGE, 1/2 STANDARD THICKNESS, WIDTH,

MAX COIL WT: 48,000LBS, COIL OD MAX: 72". FOR LEVELING INTO CAMBER TOLERANCES, GENERAL REQUIREMENTS TO ASTM A568/A635, PHOTOS SHOWING APPREARANCE OF COILS AT THE TIME OF LOADING PANEL FLAT SHEETS/PLATES. NO OSCILLATION OR COIL BREAKS.

If changes are desired this Contract should be returned immediately to the Buyer together with the suggested changes, and if satisfactory to the Buyer a new revised contract will be forwarded for the Seller's signature. waived except in writing and in accordance with the Terms and Conditions on the reverse hereof. This Contract has been prepared in eccordance with the understanding between the Salier and the Buyer. No Changes should be made therein by the Seller. This Combinate is and shall be subject to the Terms harein stated and those on the reverse side hereof, including the provision for arbitration, all of which are hareby accepted by the Seller. The provision of this Combine may not be modified, reclined or

the regulations promulgated thereunder (40 CPR Part 82). If such merchandise contains or is manufactured with Class I econe depleting substances, the Seller shall place a warning label thereon in compliance with said source and regulations and shall also comply with any instruction given by the Buyer. The Selfer hereby represents and warrants to the Bayer that no merchandise to be supplied to the Bayer harrander contain nor were menufactured with Class I eazone deplaining substances as identified by the US Clean Air Act Amendment of 1990 and

ACCEPTED BY SELLER

ΒY

AUTHORIZED SIGNATURE

ВY

KAZOYUKI HIRASAWA LOS ANGELES BRANCH VICE PRESIDENT DIV 1

BUYER: Marubeni- Focint Steel America Inc

111 W.OCEAN BOULEVARD, SUITE 1940

LONG BEACH, CA 90802

AUTHORIZED SIGNATURE

Order for the nerolandise specified on the face hereof is upon the following express terms - combitions which together with said order shall constitute the entire contract between the Bri the seller.

- 1. This is a complete contact and the front and reverse sicks contain the full agreement of the puries including all states and delivery ferms. There are no additional farms, specifications or representations not expressly contained on the front or merits of this context. This contract experiesdes for all purposes all prior correspondents, order babits, conformations or mainfalds whether issued before or after this contract and any past or fluxer order, confirmation or context of any gent of some party whether issued before or after this contract and any past or fluxer order, confirmation or velver of any gent context or any produce the marchaelists context by this contract. No reaction, modification or velver of as context or any produce themselves the vertical party defects of super. No walver by Buyer of any default or breach shall be deemed a walver of any offer, prior or subsequent default or breach.
- This instrument shall become a binding contract when signed by both Saliar and Buyer. In the absence of the signears of Saliar Party Saliar and inswertabless be bound when delivery dates, shipping instructions, instructions to bill or hold, instructions as to specifications, labels, branch, colors, designs, buttoms, models or secondars, or any other instructions, model for electronic sections as to all or any part of the merchandess have been given by Buyer to Salier and Saliar face for buyer within fine Bid days after the purity of the same by written notice to buyer within fine Bid days after the purity of the same by Buyer of any part of the merchandess covered by this contract, by Buyer of any part of the merchandess covered by this contract.
- 4. The time or times specified for shipment and/or delivery on the face hereof shall be of the essence of the contract. If the marchandles is not shipped and/or delivered within the time or limbs so especified. Buyer still have the right in its sole and absolute discretion, no cancel this contract with nespect to all or any undeliments part or installment of the marchandles holding Seller listile for all damages, United offerwise specified on the face hereof, all expenses and risk of the marchandles are for the account of Seller until delivery of such marchandles is made to buyer at the destination shown on the face hereof, Seller agrees to pay all excess charges or expenses resulting from its fallure to ship and routs the marchandles in the least expensive marrier or as instrumed by the Buyer and/or to reinfource to ship and routs the pay all excess of the pays provided on the face hereof, the Buyer and/or to reinfource Buyer for any such durings that of the pays and or the face hereof, the marchandles may not be transfloped or delivered in installments without the prior written consent of Buyer. 3. The prices and terms stipulated on the face of this contract are those actually applying to this transaction except for articlisations, discourse, deductions, or relates a casemanity allowed in the periodial made. The prices quoted on the face of this contract is treaght is included, whether as a separate or included in the unit price, and if such freight rate is included, whether as a separate or included in the unit price, and if such freight rate is included, whether as a separate or included in the unit price. In the price to the entering price and price to delivery of the marchandes to Buyer. Salier stall grant to Buyer and all such that the price to the entering of the decrease of such freight rate. Any and all suxues of the United States or any state or subdivision thereof now or hereafter imposed with respect to the sale, processing or transportation of the marchandise shall be for the account of Salier and payable by Salier.
- 5. On the day of shipment, Saller without delay, shall promptly forward to Blyer complete sets, in the requisite number of copies, of the following daily executed documents. Seller's involce, full set of clean shipping documents feriginal bills of lacking, express or carrier's receipts, cartifications of quality and/or quantly, packing lets and any other documents or additional copies of documents featined to be furnished by Seller as specified on the free harsof. All involces and packages must show Buyer's contract number indicated on the face harsof.
- If the conditions set forth in this puragraph are not compiled with by Seller, Buyer at its option, without itability to Buyer and holding Seller liable for all damages, may be refuse to accept delivery of any such phisment, or do delay or defer perment for any such shipment until all conditions have been compiled with, or ld carcal such shipment and/or may other contract between purcles.
- G. If this contract provides for delivery in installments, or if Buyer agrees in writing to accept delivery in installments and Seller destaults in making timely delivery of any such installment or breaches any other term or condition of this contract. Buyer may, at its coloron, by giving notice in viving to Seller of its election on to do, cancel this contract or an indestinant portion thereof and such other contracts at may exist between Buyer and Seller until over breach or destault is cared in the event of any such contracts at may exist between Buyer and Seller until over breach or destault is created in the event of any such contracts are may exist between Buyer and Seller until over breach or destault is read or the contract are demanded and seller by the contract such demands shall not obtained to be suffered to demands shall not of this contract such demands shall not only the soft and contract such demands shall not obtain the entitled to demands under any time of the contract such demands and consequential demands.
- 7. Beyer has burgained for the goods listed on the face of this contract and commercially equivalent goods are not acceptable without by prior written approval. All mechanical brights are provided to beyer shall earlied postering prior written approval. All mechanicals alreades alreades are supposed for admired particles, pecking packing or other descriptions or instructions of Buyer and analities assigned that are supposed as a supposed particles, pecking by Buyer or its agent. Mechanicals which does not so conform may be replaced in your as Salier's interest and it of goods and so conform may be replaced in whole or in part at the option of Buyer and it is good may be readed as a supposition or buyer as Salier's and the supposition or buyer as Salier's interest placed and state in interest by Buyer in Salier as Salier's risk, or may be had for depositions or placed in paid for by or reinfluenced by Salier to Buyer as Salier and the supposition or naturally as a supposition of the mechanical for deposition or naturally as a supposition of the supposition or naturally as a supposition of the suppos
- B. Solier shall declare the full invoice value of the marchandise in writing at the time of shipment or delivery and shall be liable to Buyer for any and all less or demage austrained by Buyer by nasson of Solier's failure to be declare such full invoice walls. As term or condition of this compact mult be altered, annoted, or qualified by anything appearing on Seller's invoice or any other document issued by Seller or any agent or broker of either party.

- Q. Saller haraby represents, warrants and guarantees to Bayer that is insancted and to which such merchandse is at All marchandse covered by the contract is fit for use for which it is insancted and to which such merchandse is normally put, it if for use in the particular field of Bayer's business and for any specific or special purpose or use known by the Saller to be contemposed by the Bayer.
 All merchandses is of first quality unless otherwise shown on the Jace harsof.
 All merchandses is of first quality unless otherwise shown on the Jace harsof.
 All merchandses is of first quality unless otherwise shown on the Jace harsof.
 Bayer shall be free from liability or neaponability for any patent, copyright itself, contraction therewith or by neason of any claim made or sait intributed in commercian therepists of baller shall have said islabilities for any such liabilities for any disprise resulting from auch or say of the manufacture of any claim made or sait intributed in commercian therewith and agrees to indemnify Bayer for any disprise resulting from auch use and contract of sait in contraction therewith and agrees to settly allowed Bayer, and any other participate in any such sait for its own protection with all costs, superious and coursed spatishs (Bayer, in such any judgement and/or costs methods against Bayer, by such sait granted by Saller, in all events, Saller shall indemnify Bayer for any judgement and/or costs methods against Bayer.
- XO. All packages and merchandese must be bested and marked by Seller in accordance with Bywer's instructions. Any packages or merchandese not so pecked or heving labels or marks other than those specified by Bywer, may, in the Byyer's option and a Seller's risk and expense, be rearmed to Seller for rapacking and/or marking or Bywer may repack and/or remark the same and Seller shall pay for or reimburse Bywer for all charges and expenses in connection therewish. Seller shall make no otherge to Bywer for packing or marking unless specificatily provided on the face bywer for packing or marking unless specificatily provided on the face bywer.
- 11. If the merchandise covered by this contract shall be purchased by Buyer firstli, in the own cost and expense, comply with all laws, rules and regulations rule and shall procure and deliver to Buyer all increasing shall provide and chairs to Buyer all increasing shall put all export fees, dulies and taxes in connection with such auportation. r for export from the United States, Seller relating to and/or governing all such exports as and other necessary documents and Seller
- 12. This contract and the performance of both parties harwarder are subject to all contingencies beyond the control of either player or Saller, including but not limited to and of God, fire, lifed, war, rules, laws and orders of any powerment rearristing apport from the United States or ceartising inport into any foreign country, or failure or 6 Byyer to obtain import cleares in any fereign country to which it intends to ship or deliver the microbrandes, socialents, trikes or labor disponse and other causalities and contingencies beyond the control of either party or otherwise unconscitute, in any such event. Byyer shall have the right to be selected and the Saller, to be cross-causalities and such as selected and the Saller shall perform the contract as so restricted or modified and its account performance within a reasonable than a first the causes for negeritarization or deliver and the transmission of the contract from the contract in accordance with a first provided only the performance or deliver and the transmission overly. The above causes for clearly in performance or cause the account of the contract that is storing outerly. The above causes for clearly in performance or the contract in accordance with all of the storing outerly. The alless of the contract delivers of the contract that is above the stream of clearly in performance or cause performance or the contract in accordance with all of the stream and binding in such finely contract that above the stream of the contract delivers of the contract that is above to the value of the contract of the contract shall be finely in performance or where the final and binding in such foreign country or unless Saller will assume Buyer's liability and bond Buyer threefor. All such awards shall be final and binding.

13st. Any compowersy or claim arising out of, in commention with or relating to this contract or the interpretation, performance or breach thereof shall be settled by arbitration in the Coy of New York under the rudes then obtaining of any one of the following, at they are not been arbitration Arbitration Association or this flacessors, and under the level of the State of New York, Ampthing to the containy contained and said rules and later nowintending the period consent that any papers, noticed or processor monocomery or proper for the confirmation of an award and early of Judgament on an award make the warder, including appeals in commendors throughout the following appeals in commendors throughout upon each of them 6 by registered or contribut mail addressed to each of them at their respective addresses shown on the face hereof, or 81 by personal service within or without the State of New York, or 10 bits your other manner or service permitted under the later of the State of New York, and the courts of the State of New York.

Associations and of the courts of the State of New York.

1361 damages in any arbitration proceeding in which an award is made in favor Buyer, Buyer shall entitled, in addition to other awarded to it, to recover from Saller all costs and expenses of the arbitration, including its reasonable amorneys' feed

14. Byer shall not be limited in the rights and remedies against the Seller for any cause whatsoever to those in this contract, but shall have such other rights and remedies as may be available to it, including all rights under York Uniform Commercial Code. THE NAME

This contract shall be deemed to have been made terned by the laws of the State of New York. 5 interpretation ž mereunder

ANY ACTION OF ANY KIND AGAINST BUYER AND SELLER MAST BE CONMISCED WITHIN ONE YEAR OF E SLICH RIGHT, CLAIM, DEMAND OR CAUSE OF ACTION SHALL FRIST ACCIDILE.

TEL 323-981-3280 SELLER HOT ROLLED STEEL COIL COMMODITY 4 2 7) 9 ຶ ASTM A1011 SS GRADE 36 TYPE 2 / ASTM A36 0.178" MIN X 48.00" X C ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.240" MIN X 60.00" X C ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.240" NIN X 48.00" X C ASTM A1011 SS GRADE 36 TYPE 2 / ASTM A36 0.178" MIN X 60.00" X \odot ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.365" MIN X 48.00" X C ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.240" NIN X 72.00" X $\scriptstyle \mathrm{C}$ ASTM A1011 SS GRADE 36 TYPE 2 / ASTM A36 0.178" MIN X 72.00" X C : JSWIL JSW STEEL USA, OHIO 1500 COMMERCIAL AVE. MINGO JUNCTION, OH 43938 FAX 323-981-3298 ATTACHED SHEET (PURCHASE) CONTRACT NO.: L5029700 DEPT/UNIT : CH5L LSA-SHOHEI S/T 100.000 S/T 100.000 S/T 200.000 S/T 200.000 S/T 200.000 S/T 200.000 100.000 LB 200,000.000 LB 200,000.000 LB 400,000.000 LB 200,000.000 LB 400,000.000 LB 400,000.000 DATE: 03/05/2020 Marubeni-Itochu Steel America Inc. MISA - LOS ANGELES BRANCH LB 400,000.000 QUANTITY PER PER PER PER PER PER 100 LB 27.0000 PER 100 LB 27.0000 UNIT PRICE 100 LB 27.0000 USD 108,000.00 USD 108,000.00 USD 108,000.00 108,000.00 USD 54,000.00 USD 54,000.00 USD 54,000.00 AMOUNT



ATTACHED SHEET (PURCHASE)

TEL 323-981-3280

FAX 323-981-3298

: JSWIL JSW STEEL USA, OHIO 1500 COMMERCIAL AVE. MINGO JUNCTION, OH 43938

CONTRACT NO.: L5029700 DATE: 03/05/2020

DEPT/UNIT : CH5L LSA-SHOHEI

		(10) ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.490° MIN X 48.00° X C		(9) ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.365° MIN X 72.00° X C		ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.365* MIN X 60.00* X C	COMMODITY (8)
TOTAL							
	S/T 200.000		S/T 100.000		S/T 100.000		
LB 3,000,000.000	LB 400,000.000		LB 200,000.000		LB 200,000.000		ALILINYDÖ
	PER 100 LB 27.0000		PER 100 LB 27.0000		PER 100 LB 27.0000		UNIT PRICE
USD 810,000.00	USD 108,000.00		USD 54,000.00		USD 54,000.00		AMOUNT



ACKNOWLEDGEMENT

SALES ORDER NO.

003399

REV.

REV DATE

0 03/09/2020

CUSTOMER P.O. NUMBER	P.O. DATE	SALES REPRESENTATIVE	TAX EXEMPT
L5-0295	03/04/2020	Abhishek Aggarwal	
PAYMENT TERMS	F.O.B.	FREIGHT PAYMENT	CARRIER
Net 45 Days	Barge - Re	eload Delivered	No Barge Assigned
CUSTOMER (000644-000)	SHIP TO	(000644-003)

MARUBENI-TOCHU STEEL AMERICA INC 111 W. OCEAN BVLD. SUITE 1940 LONG BEACH, CA 90802

ATTI	ENTION: CIND	Y MASUDA, ACCOUNTING BILL	TO: Same As Cu	stomer
e design	L BUTANION	magnetanalik Britanesia sejara tok	the state of the s	ing estrates
		7 ON CUSTOMER PO ED 66 TONS TO LINE 12]	
001	88,000 LBS	H7080	28,0000 CWT	24,640.00
	00,000 EDG	ASTM A1011 CS TypeB 0.075" x 48.000" CUSTOMER P.O. LINE NBR:	20,000	_ ,,
		HOT ROLL COIL 0.075" x 48.000" x LENGTH		
	The state of the s	SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/	10/2020	
002	88,000 LBS	н7080	27.0000 CWT	23,760.00
		ASTM A1011 CS TypeB 0.097" x 48.000" CUSTOMER P.O. LINE NBR:		
		HOT ROLL COIL 0.097" x 48.000" x LENGTH		
		SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/	10/2020	
003	88,000 LBS	H7080	27.0000 CWT	23,760.00
		ASTM A1011 CS TypeB 0.112" x 48.000" CUSTOMER P.O. LINE NBR:		
		HOT ROLL COIL 0.112" x 48.000" x LENGTH		
		SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/	10/2020	
004	132,000 LBS	н7100	27.0000 CWT	35,640.00
		ASTM A1011 CS TypeB 0.112" x 60.000" CUSTOMER P.C. LINE NBR:	1	
		HOT ROLL COIL 0.112" x 60.000" x LENGTH		
		SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/	10/2020	
005	88,000 LBS	н7080	27.0000 CWT	23,760.00
		ASTM A1011 CS TypeB 0.127" x 48.000" CUSTOMER P.O. LINE NBR:		EXHIBIT
		HOT ROLL COIL		c



ACKNOWLEDGEMENT

SALES ORDER NO.

003399

REV.

REV DATE 03/09/2020

TAX EXEMPT SALES REPRESENTATIVE P.O. DATE **CUSTOMER P.O. NUMBER** 03/04/2020 Abhishek Aggarwal CARRIER FREIGHT PAYMENT PAYMENT TERMS F.O.B. No Barge Assigned Barge - Reload **Delivered** Net 45 Days

000644-000) CUSTOMER

SHIP TO

(000644-003)

MARUBENI-ITOCHU STEEL AMERICA INC 111 W. OCEAN BVLD. SUITE 1940 LONG BEACH, CA 90802

ATTE	ENTION: CIND '	Y MASUDA, ACCOUNTING BILL	TO: Same As C	ustomer
		Server de la comparte del la comparte de la comparte del la comparte de la compar	CARTUM BRAGE	EXECUTION ELEM
		0.127" x 48.000" x LENGTH		
		SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/	10/2020	
006	176,000 LBS	H7100	27.0000 CWT	47,520.00
		ASTM A1011 CS TypeB 0.127" x 60.000" CUSTOMER P.O. LINE NBR:		
		HOT ROLL COIL 0.127" x 60.000" x LENGTH		
		SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/	10/2020	
007	88,000 LBS	H7170	27.0000 CWT	23,760.00
	·	ASTM A1011 SS Gr 36 Type 2 For Conversion ASTM A36 0.178" x 48.000" CUSTOMER P.O. LINE NBR:	to	
		HOT ROLL COIL 0.178" x 48.000" x LENGTH		
		SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/	10/2020	
008	132,000 LBS	H7170	27.0000 CWT	35,640.00
		ASTM A1011 SS Gr 36 Type 2 For Conversion ASTM A36 0.178" x 60.000" CUSTOMER P.O. LINE NBR:	to	
		HOT ROLL COIL 0.178" x 60.000" x LENGTH		
		SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/	10/2020	
009	220,000 LBS	H7170	27.0000 CWT	59,400.00
		ASTM A1011 SS Gr 36 Type 2 For Conversion ASTM A36 0.178" x 72.000" CUSTOMER P.O. LINE NBR:	±o	
		HOT ROLL COIL 0.178" x 72.000" x LENGTH		
		SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/	10/2020	
010	88,000 LBS	H7170	27.0000 CWT	23,760.00



ACKNOWLEDGEMENT

SALES ORDER NO.

003399

REV.

REV DATE

03/09/2020

TAX EXEMPT P.O. DATE SALES REPRESENTATIVE **CUSTOMER P.O. NUMBER** 03/04/2020 Abhishek Aggarwal FREIGHT PAYMENT CARRIER PAYMENT TERMS F.O.B. No Barge Assigned Barge - Reload Delivered Net 45 Days SHIP TO (000644-003)

000644-000) **CUSTOMER**

MARUBENI-ITOCHU STEEL AMERICA INC 111 W. OCEAN BVLD. SUITE 1940 LONG BEACH, CA 90802

ATTE	ENTION: CIND		L TO:	No. of Contract of	
Priod.	<u> </u>	ASTM A1018 SS Gr 36 Type 2 For Conversion ASTM A36 0.240" x 48.000" CUSTOMER P.O. LINE NBR:	107	is englyddica	F (F) (4) (9) (4) (1) (1) (1) (1) (1) (1) (1) (1) (1) (1
011	264,000 LBS	HOT ROLL COIL 0.240" x 48.000" x LENGTH SCHEDULED SHIP: 04/10/2020 REQUESTED: 04 H7170 ASTM A1018 SS Gr 36 Type 2 For Conversion ASTM A36 0.240" x 60.000" CUSTOMER P.O. LINE NBR:	ļ	2020 27.0000 CWT	71,280.00
012	572,000 LBS	HOT ROLL COIL 0.240" x 60.000" x LENGTH SCHEDULED SHIP: 04/10/2020 REQUESTED: 04 H7170 ASTM A1018 SS Gr 36 Type 2 For Conversion ASTM A36 0.240" x 72.000" CUSTOMER P.O. LINE NBR:		2020 27.0000 CWT	154,440.00
013	44,000 LBS	HOT ROLL COIL 0.240" x 72.000" x LENGTH SCHEDULED SHIP: 04/10/2020 REQUESTED: 04 H7180 ASTM A1018 SS Gr 36 Type 2 For Conversion ASTM A36 0.305" x 48.000" CUSTOMER P.O. LINE NBR:		2020 27.0000 CWT	11,880.00
014	88,000 LBS	HOT ROLL COIL 0.305" x 48.000" x LENGTH SCHEDULED SHIP: 04/10/2020 REQUESTED: 04 H7180 ASTM A1018 SS Gr 36 Type 2 For Conversion ASTM A36 0.305" x 60.000" CUSTOMER P.O. LINE NBR:		/2020 27.0000 CWT	23,760.00



ACKNOWLEDGEMENT

SALES ORDER NO.

003399

REV.

REV DATE 03/09/2020

TAX EXEMPT

P.O. DATE SALES REPRESENTATIVE CUSTOMER P.O. NUMBER 03/04/2020 Abhishek Aggarwal CARRIER FREIGHT PAYMENT F.O.B. PAYMENT TERMS No Barge Assigned Barge - Reload Delivered Net 45 Days

000644-000) CUSTOMER

SHIP TO

(000644-003)

MARUBENI-ITOCHU STEEL AMERICA INC 111 W. OCEAN BVLD. SUITE 1940 LONG BEACH, CA 90802

MISA- NORTH SIDE CITY DOCKS C/O RICHARDSON NORTH SIDE CITY DOCKS- PORT OF **HOUSTON**

HOUSTON, TX 77029

		/ MASUDA, ACCOUNTING	BìLL :		
THE W	THE CHEATTERY	និក្សាស្រ្ត (ប្រែស្រី មេស្រី ខេត្ត (ប្រែស្រី មេស្រី ខេត្ត (ប្រេស្ត្រី ខេត្ត ប្រែស្រី ខេត្ត (ប្រេស្ត្រី ខេត្ត ប		<u> Connocentiane e</u>	<u>โดยมีเสยเลยาสะสา</u>
		HOT ROLL COIL 0.305" x 60.000" x LENGTH			
		SCHEDULED SHIP: 04/10/2020	REQUESTED: 04/	10/2020	
015	44,000 LBS	H7180		27.0000 CWT	11,880.00
		ASTM A1018 SS Gr 36 Type 2 ASTM A36 0.305" x 72.000" CUSTOMER P.O. LINE NBR:	For Conversion	to	
		HOT ROLL COIL 0.305" x 72.000" x LENGTH			
		SCHEDULED SHIP: 04/10/2020	REQUESTED: 04/	10/2020	
016	88,000 LBS	H7180		27.0000 CWT	23,760.00
	·	ASTM A1018 SS Gr 36 Type 2 ASTM A36 0.365" x 48.000" CUSTOMER P.O. LINE NBR:	For Conversion	to	
		HOT ROLL COIL 0.365" x 48.000" x LENGTH			
		SCHEDULED SHIP: 04/10/2020	REQUESTED: 04/	10/2020	
017	176,000 LBS	H7180		27.0000 CWT	47,520.00
	·	ASTM A1018 SS Gr 36 Type 2 ASTM A36 0.365" x 60.000" CUSTOMER P.O. LINE NBR:	For Conversion	to	
		HOT ROLL COIL 0.365" x 60.000" x LENGTH			
		SCHEDULED SHIP: 04/10/2020	REQUESTED: 04/	10/2020	
018	176,000 LBS	H7180		27.0000 CWT	47,520.00
	·	ASTM A1018 SS Gr 36 Type 2 ASTM A36 0.365" x 72.000" CUSTOMER P.O. LINE NBR:	For Conversion	to	
		HOT ROLL COIL 0.365" x 72.000" x LENGTH			
				· <u> </u>	



ACKNOWLEDGEMENT

SALES ORDER NO.

003399

REV.

REV DATE 03/09/2020

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CUSTOMER P.O. NUMBER	P.O. DATE	SALES REPRESENTATIVE		TAX EXEMPT
L5-0295	03/04/2020	Abhishek Aggarwal		
PAYMENT TERMS	F,O,B.	FREIG	TPAYMENT	CARRIER
Net 45 Days	Barge - I	Reload Delive	red	No Barge Assigned
CUSTOMER (000644-000)		SHIP TO	(000644-003)

(000644-000) CUSTOMER

MARUBENI-ITOCHU STEEL AMERICA INC 111 W. OCEAN BVLD. SUITE 1940 LONG BEACH, CA 90802

			TO:		ustomer
	ESSESSION OF ANIMALY SE	PRODUCT NUMBER JUESCRIFTION: SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/			CONTRACTOR OF THE CONTRACTOR O
019	88,000 LBS	H7180 ASTM A1018 SS Gr 36 Type 2 For Conversion		27.0000 CWT	23,760.00
		ASTM A36 0.490" x 48.000" CUSTOMER P.O. LINE NBR:			
		HOT ROLL COIL 0.490" x 48.000" x LENGTH			
		SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/	/10/:	2020	
020	132,000 LBS	H7180 ASTM A1018 SS Gr 36 Type 2 For Conversion ASTM A36 0.490" x 60.000" CUSTOMER P.O. LINE NBR:	to	27,0000 CWT	35,640.00
		HOT ROLL COIL 0.490" x 60.000" x LENGTH			
		SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/	/10/	2020	
		ESTIMATED WEIGHT: 2860000 LBS		TOTAL	773,080.00
				, 5	
			!	i	
				•	



ACKNOWLEDGEMENT

SALES ORDER NO.

003400

REV.

REV DATE

0 03/06/2020

TAX EXEMPT SALES REPRESENTATIVE P.O. DATE CUSTOMER P.O. NUMBER 03/04/2020 Abhishek Aggarwal L5-0296 FREIGHT PAYMENT CARRIER PAYMENT TERMS F.O.B. No Barge Assigned Barge - Reload Delivered Net 45 Days (000644-003) **SHIP TO**

000644-000) **CUSTOMER**

MARUBENI-ITOCHU STEEL AMERICA INC 111 W. OCEAN BVLD. SUITE 1940 LONG BEACH, CA 90802

ATTE		Y MASUDA, ACCOUNTING	BILL		
	76187AV (11127A	FREEDOLD STOWNED STORES CHARMON		in second the contraction	
001	88,000 LBS	H7261		28.0000 CW	24,640.00
		ASTM A1011 HSLA Gr 55 Class 1 0.127" : CUSTOMER P.O. LINE NBR:	x 60,	poo" 	
		HOT ROLL COIL 0.127" x 60.000" x LENGTH			
		SCHEDULED SHIP: 04/10/2020 REQUESTED	<u>);</u> 04/	10/2020	
002	132,000 LBS	H7261		28,0000 CW	36,960.00
	·	ASTM A1011 HSLA Gr 55 Class 1 0.178" : CUSTOMER P.O. LINE NBR:	ж 60.	ייססכ	
		HOT ROLL COIL 0.178" x 60.000" x LENGTH			
		SCHEDULED SHIP: 04/10/2020 REQUESTED	<u>);</u> 04/	10/2020	
		ESTIMATED WEIGHT: 220000 LBS			
				TOTAI	_ 61,600.00
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ACKNOWLEDGEMENT

SALES ORDER NO.

003401

REV.

REV DATE

03/06/2020

Net 45 Days	Barge - R	eload Delivered	No Barge Assigned
L5-0297 PAYMENT TERMS	03/04/2020 F.O.B.	Abhishek Aggarwal FREIGHT PAYMENT	CARRIER
CUSTOMER P.O. NUMBER	,	SALES REPRESENTATIVE	TAX EXEMPT

MARUBENI-ITOCHU STEEL AMERICA INC 111 W. OCEAN BVLD. SUITE 1940 LONG BEACH, CA 90802

			ne As Customer
001	200,000 LBS		### (018 ## PX##NS(©)N(US(©) 0 CWT 54,000.00
002	200,000 LBS	HOT ROLL COIL 0.178" x 48.000" x LENGTH SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020 H7170 ASTM A1011 SS Gr 36 Type 2 For Conversion to ASTM A36 0.178" x 60.000" CUSTOMER P.O. LINE NBR:	0 CWT 54,000.00
003	200,000 LBS	HOT ROLL COIL 0.178" x 60.000" x LENGTH SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020 H7170 ASTM A1011 SS Gr 36 Type 2 For Conversion to ASTM A36 0.178" x 72.000" CUSTOMER P.O. LINE NBR:	0 CWT 54,000.00
004	400,000 LBS	HOT ROLL COIL 0.178" x 72.000" x LENGTH SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020 H7170 27.0000 ASTM A1018 SS Gr 36 Type 2 For Conversion to ASTM A36 0.240" x 48.000" CUSTOMER P.O. LINE NBR:	0 CWT 108,000.00
005	400,000 LBS	HOT ROLL COIL 0.240" x 48.000" x LENGTH SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020 H7170 ASTM A1018 SS Gr 36 Type 2 For Conversion to ASTM A36 0.240" x 60.000"	0 CWT 108,000.00



ACKNOWLEDGEMENT

SALES ORDER NO.

003401

REV.

REV DATE

0 03/06/2020

TAX EXEMPT SALES REPRESENTATIVE P.O. DATE CUSTOMER P.O. NUMBER 03/04/2020 Abhishek Aggarwai L5-0297 FREIGHT PAYMENT CARRIER PAYMENT TERMS F.O.B. No Barge Assigned Barge - Reload Delivered Net 45 Days (000644-003) SHIP TO

CUSTOMER (000644-000)

MARUBENI-ITOCHU STEEL AMERICA INC 111 W. OCEAN BVLD. SUITE 1940 LONG BEACH, CA 90802

ATTE	NTION: CIND	MASUDA, ACCOUNTING BILL	TO:	Same As C	
Et faye	NETERACTION SEEDS	eropeniumberuueseriendus.	24.6		্ৰান্ত কৰি প্ৰতিষ্ঠালিক কৰিছিল।
		CUSTOMER P.O. LINE NBR:			
		HOT ROLL COIL 0.240" x 60.000" x LENGTH			
		SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/	10/	2020	
006	400,000 LBS	H7170		27.0000 CWT	108,000.00
		ASTM A1018 SS Gr 36 Type 2 For Conversion ASTM A36 0.240" x 72.000" CUSTOMER P.O. LINE NBR:	to		
		HOT ROLL COIL 0.240" x 72.000" x LENGTH			
		SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/	10/	2020	
007	400,000 LBS	H7180		27.0000 CWT	108,000.00
		ASTM A1018 SS Gr 36 Type 2 For Conversion ASTM A36 0.365" x 48.000" CUSTOMER P.O. LINE NBR:	to		
:		HOT ROLL COIL 0.365" x 48.000" x LENGTH			
		SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/	10/	2020	
008	200,000 LBS	н7180		27.0000 CWT	54,000.00
		ASTM A1018 SS Gr 36 Type 2 For Conversion ASTM A36 0.365" x 60.000" CUSTOMER P.O. LINE NBR:	co		
		HOT ROLL COIL 0.365" x 60.000" x LENGTH			
		SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/	10/	2020	
009	200,000 LBS	н7180		27.0000 CWT	54,000.00
		ASTM A1018 SS Gr 36 Type 2 For Conversion ASTM A36 0.365" x 72.000" CUSTOMER P.O. LINE NBR:	to		
		HOT ROLL COIL			



ACKNOWLEDGEMENT

SALES ORDER NO.

003401

REV.

REV DATE 03/06/2020

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TAX EXEMPT SALES REPRESENTATIVE CUSTOMER P.O. NUMBER P.O. DATE 03/04/2020 Abhishek Aggarwal L5-0297 FREIGHT PAYMENT CARRIER PAYMENT TERMS F.O.B. **Delivered** No Barge Assigned Net 45 Days Barge - Reload (000644-003)

CUSTOMER (000644-000)

MARUBENI-ITOCHU STEEL AMERICA INC 111 W. OCEAN BVLD. SUITE 1940 LONG BEACH, CA 90802

MISA- NORTH SIDE CITY DOCKS C/O RICHARDSON NORTH SIDE CITY DOCKS- PORT OF

HOUSTON **HOUSTON, TX 77029**

SHIP TO

ATTE		MASUDA, ACCOUNTING BILL TO: Same As Customer
010	400,000 LBS	0.365" x 72.000" x LENGTH SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020 H7180 ASTM A1018 SS Gr 36 Type 2 For Conversion ASTM A36 0.490" x 48.000" CUSTOMER P.O. LINE NBR:
		HOT ROLL COIL 0.490" x 48.000" x LENGTH SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020
		<u>ESTIMATED WEIGHT:</u> 3000000 LBS TOTAL 810,000.00
14 14 15 16		



1. ACCEPTANCE. Any Seller price quotation or pricing letter is for customer information only. Seller shall be bound only upon written confirmation of acceptance of an order at Seller's principal office at 1500 Commercial Avenue, Mingo Junction, OH 43938. ALL CUSTOMER ORDERS AND ACCEPTANCES ARE

EXPRESSLY CONDITIONED UPON ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND IN ANY CONTRACTUAL SUPPLY AGREEMENT THAT MAY HAVE BEEN EXECUTED BY SELLER AND BUYER. TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THESE CONDITIONS OF SALE OR IN ANY CONTRACTUAL SUPPLY AGREEMENT ARE REJECTED. The Customer and Seller agree that the terms and conditions printed hereon are accepted in good faith by both parties as the controlling and final terms and conditions. Customer and Seller further agree that there should not be a "battle of forms" as described in Section 2-207 of the Uniform Commercial Code. Seller's commencement of performance is not to be construed as acceptance of any of Customer's terms or conditions. Seller may commence performance in reliance on Customer's acceptance of these Conditions of Sale.

2. LIMITED WARRANTIES. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN. Seller warrants title to and freedom from encumbrance of the products. Seller also warrants that products described or referred to on the face hereof are of merchantable quality and conform in material respect to specifications accepted in writing by Seller. There are no warranties, express or implied, with respect to products sold hereunder which are misused, abused, or operated on mechanical equipment improperly designed or maintained or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Customer at the time of Customer's offer for the products sold hereunder, SELLER MAKES NO OTHER

WARRANTY WHATEVER, EXPRESS OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS AGREEMENT.

3. LIMITATION OF CUSTOMER'S REMEDIES. Except as further specifically limited by paragraph 6 below, Seller's liability hereunder shall be limited to the obligation to repair or replace only those portions of products proven to have falled to meet in material respect the specifications on the Seller's Order

Acknowledgment or Invoice or to have been defective in quality or workmanship at the time of delivery. Alternatively, Seller may allow credit therefor, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product sold to Customer shall NOT in any case exceed the purchase price paid by Customer for such product. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR, OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY

TYPE, WHETHER CUSTOMER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, OR STRICT LIABILITY, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT CUSTOMER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE CUSTOMER'S EXCLUSIVE REMEDIES.

- 4. LIMITATION OF LIABILITY FOR DELAY, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CLAIMS FOR LABOR OR FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR ANY OTHER DAMAGES RESULTING FROM DELAY IN DELIVERY, NO DELIVERY DATES ARE GUARANTEED.
- 5. FORCE MAJEURE. In any event and in addition to all other ilmitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the priority of any government order, any order bearing

priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.

- 6. PASSAGE OF TITLE. Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither Customer nor the consignee shall have the right to divert or reconsign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed Seller reserves the right to select the mode of transportation.
- 7. PAYMENTS AND INTEREST ON PAST DUE ACCOUNTS. Customer represents that Customer is solvent and can and will pay for the products sold to Customer in accordance with the terms hereof. If Customer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Customer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right before making any delivery to require payment in cash or security for payment, and if Customer fails to comply with such requirement, Seller may terminate this contract. An interest charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law will be imposed on all past due accounts.
- 8. TRANSPORTATION CHARGES. Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges including but not limited to fuel surcharges.
- 9. CLAIMS BY CUSTOMER. Claims by Customer for shortage of products or for products damaged during shipment, storage, or processing must be made within ten (10) days of receipt by Customer. Any claim that the products received by Customer do not conform in material respect to the specifications on the face of Seller's Order Acknowledgment or invoice must be made within sixty (60) days of receipt of shipment, which Customer and Seller agree is a reasonable time, or Customer's claims shall be barred. In addition, Seller must be given an opportunity to investigate the claim before Customer disposes of the material, or Customer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless Customer shall have entered full details thereof on its receipt to the carrier. A variation between Seller's and Customer's scale weight or theoretical weight determination up to 1% shall be a permissible variation. Our quantity tolerance for shipments is +/~10% of ordered quantity.
- 10. MECHANICAL PROPERTIES; CHEMICAL ANALYSES. Any data referring to mechanical properties or chemical analyses are the result of tests performed on specimens obtained from specific locations of the products(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.
- 11. PATENTS. Seller shall indemnify Customer against attorneys' fees and any damages or costs awarded against Customer in the event any legal proceeding is brought against Customer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Customer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense, unless

the material is made in accordance with materials, design, or specifications required by Customer, in which case Customer shall similarly indemnify Seller.

- 12. TAXES. No tax imposed in respect to the sale of the products sold hereunder is included in any quotation by Seller. Any such tax shall be added to and paid by Customer as part of the purchase price.
- 13. SELLER'S RIGHT OF TERMINATION. If this contract is made in compliance with any governmental rule or regulation, plan, order or other directive, upon the termination thereof, Seller shall have the option of canceling this contract in whole or in part.
- 14. WAIVER. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.
- 15. SURCHARGES, Surcharges will be Seller's surcharges in effect at time of shipment.
- 16. CONFLICTING PROVISIONS OFFERED BY CUSTOMER. Any terms and conditions of any purchase order or other instrument issued by the Customer in connection with the subject matter of this contract, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any manner whatsoever unless accepted by Seller in writing.
- 17. STATUTE OF LIMITATIONS. The Customer and Seller agree that any action for a breach of contract, including any action for a breach of warranty, must be commenced within one (1) year after the cause of action accrues.
- 18. SEVERABILITY. In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 19. APPLICABLE LAW. This contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohlo. Customer and Seller specifically agree that any legal action brought relating to this contract will be brought and tried exclusively in the Jeffetson County Court of Common Pleas.
- 20. CONFIDENTIALITY. The price and terms of this contract are confidential and may not be disclosed by Customer without the prior written consent of Seller.

From: Tanaka Shohei-ISALSA < tanaka-s@us.benichu.com >

Date: Mon, Mar 23, 2020 at 6:24 PM

Subject: RE: JSW HRC for Houston 2 barge

To: Abhishek Aggarwal <abhishek.aggarwal@jswsteel.us>

Cc: Rocco Auteri < rocco.auteri@iswsteel.us >, Oda Shoko-ISALSA < oda-s@us.benichu.com >,

Hirasawa Kazuyuki-ISALSA < hirasawa-k@us.benichu.com >, Masuda Cindy-ISALSA < masuda-c@us.benichu.com >, Cory Raimondi < cory.raimondi@jswsteel.us >, Dave

Miltenberger <dave.miltenberger@jswsteel.us>

Dear Abhishek sai	1	,
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Good evening,

Thank you for providing us with detailed situation.

However, we regret to inform you that we must stand on our cancellation based upon your failure to sign our 3 Po's, in spite of our repeated requests.

The fact that you failed to sign previous orders is not relevant. This was simply an administrative oversight, not an agreed upon practice.

Business as we know it has all but stopped.

Considering good relationship with JSW, we will evaluate a new pricing proposal to determine If this order can be resurrected, if you care to consider.

Given the catastrophic changes in the market, this is the cooperation we are willing to consider at this time.

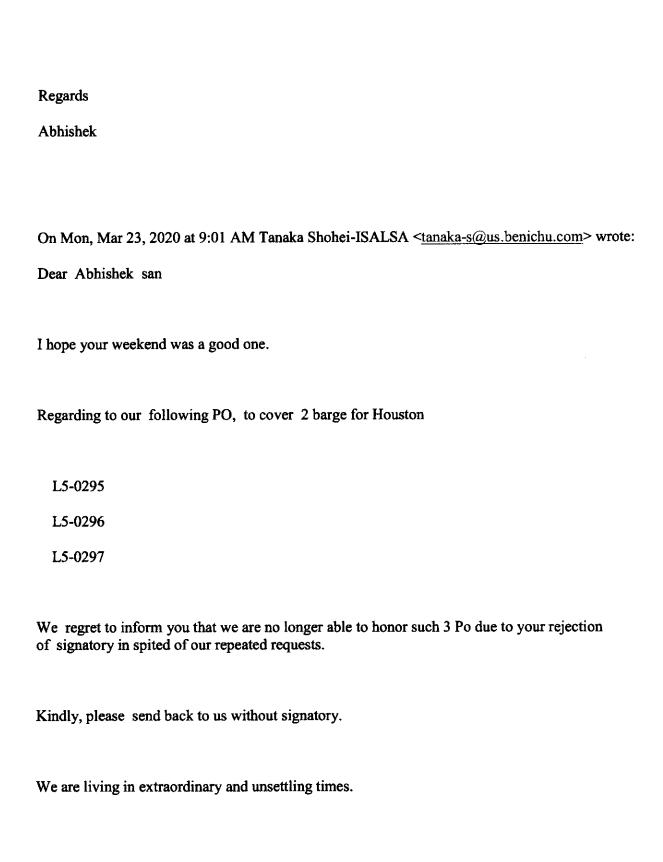


Your understanding would be appreciated.
Sincerely,
Shohei
From: Abhishek Aggarwal abhishek.aggarwal@jswsteel.us > Sent: Monday, March 23, 2020 10:41 AM To: Tanaka Shohei-ISALSA tanaka-s@jpn.us.benichu.com > Cc: Rocco Auteri rocco.auteri@jswsteel.us ; Oda Shoko-ISALSA tanaka-s@jpn.us.benichu.com > ; Masuda Cindy-ISALSA tanaka-s@jpn.us.benichu.com >; Cory Raimondi tanaka-s@jpn.us.benichu.com >; Cory Raimondi tanaka-s@jpn.us.benichu.com >; Dave Miltenberger dave.miltenberger@jswsteel.us > Subject: Re: JSW HRC for Houston 2 barge
Shohei san
Thankyou for your call and email .
As explained earlier also, we do not sign customer PO's and just send acknowledgements. Even last time on your orders, we did the same which worked for you guys.
Therefore we cannot accept cancellation. The order is almost ready. One barge is leaving tomorrow which is getting loaded now. Second barge is supposed to leave next week.

All slabs for these orders are produced and 50% coils are produced. Rest are in furnace or on schedules and will be getting rolled this week to be shipped next week.

Below are the details (Attached spreadsheet too for your ref):

Not Sold To Cust Name	so			Cust PO	SO Line	Product	T
3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-002 43894 3H7080 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-003 43894 4H7100 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-004 43894 5H7080 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-005 43894 5H7080 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-006 43894 6H7100 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-006 43894 7H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-008 43894 7H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-009 43894 8H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-010 43894 9H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-011 43894 10H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-012 43894 11H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-012 43894 11H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-013 43894 12H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-014 43894 13H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-014 43894 14H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-015 43894 14H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-016 43894 15H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-017 43894 16H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-018 43894 17H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-018 43894 17H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-019 43894 19H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-010 43894 19H7180 AS' 3400 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-001 43894 19H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-000 43894 19H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-001 43894 1H7261 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-002 43894 2H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-004 43894 1H7261 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-004 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-004 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 9H	Nbr	Sold To Cust Name	Cust PO Nbr			Nbr	Pro
3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-004	3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-001	43894	1	H7080	AS'
3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-004 43894 5H7080 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-005 43894 5H7080 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-006 43894 6H7100 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-008 43894 7H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-008 43894 8H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-009 43894 9H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-010 43894 9H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-011 43894 10H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-012 43894 11H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-013 43894 12H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-014 43894 13H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-015 43894 13H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-016 43894 13H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-017 43894 15H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-016 43894 15H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-017 43894 16H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-018 43894 17H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-019 43894 19H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-010 43894 19H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-010 43894 19H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-010 43894 19H7180 AS' 3400 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-001 43894 19H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0296-001 43894 19H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-001 43894 19H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-001 43894 1H770 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-001 43894 1H770 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-002 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 9H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 9H	3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-002	43894	2	H7080	AS'
3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-005 43894 5H7080 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-006 43894 6H7100 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-008 43894 7H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-008 43894 8H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-010 43894 9H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-011 43894 9H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-011 43894 10H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-012 43894 11H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-013 43894 12H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-014 43894 13H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-014 43894 13H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-016 43894 15H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-016 43894 15H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-017 43894 16H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-019 43894 17H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-019 43894 19H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-019 43894 19H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 19H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 20H7180 AS' 3400 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 20H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0296-001 43894 1H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-001 43894 2H7261 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-002 43894 2H7261 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-003 43894 3H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-004 43894 3H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-005 43894 3H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 3H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 3H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-007 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-007 43894 9H7	3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-003	43894	3	H7080	AS'
3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-006 43894 7H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-008 43894 7H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-009 43894 8H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-010 43894 9H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-010 43894 10H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-011 43894 11H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-012 43894 11H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-013 43894 12H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-014 43894 13H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-015 43894 13H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-016 43894 15H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-016 43894 15H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-017 43894 16H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-018 43894 17H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-019 43894 19H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-019 43894 19H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-010 43894 19H7180 AS' 3400 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 19H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 19H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 1H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-001 43894 1H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-002 43894 1H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-002 43894 1H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-002 43894 1H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-004 43894 1H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-005 43894 1H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 1H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 1H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-007 43894 1H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-008 43894 1H	3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-004	43894	4	H7100	AS'
3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-009	3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-005	43894	5	H7080	AS
3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-010	3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-006	43894	6	H7100	AS'
3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-010 43894 10 H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-011 43894 10 H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-012 43894 11 H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-013 43894 12 H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-013 43894 12 H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-014 43894 13 H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-015 43894 14 H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-016 43894 15 H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-017 43894 16 H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-018 43894 17 H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-019 43894 18 H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-019 43894 19 H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 19 H7180 AS' 3400 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 19 H7180 AS' 3400 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 20 H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0296-001 43894 1H7261 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-001 43894 1H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-001 43894 2H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-002 43894 2H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-004 43894 3H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-004 43894 5H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-005 43894 5H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-004 43894 5H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-005 43894 5H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 5H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-007 43894 5H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-007 43894 5H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-02	3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-008	43894	7	H7170	AS
3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-011 43894 11 H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-012 43894 11 H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-013 43894 12 H7170 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-014 43894 13 H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-015 43894 14 H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-016 43894 15 H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-016 43894 16 H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-017 43894 16 H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-018 43894 17 H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-019 43894 18 H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 19 H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 19 H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 20 H7180 AS' 3400 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 20 H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0296-001 43894 1H7261 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-001 43894 1H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-002 43894 2H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-001 43894 3H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-002 43894 2H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-004 43894 3H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-005 43894 5H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 5H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-007 43894 5H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-007 43894 5H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-008 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297	3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-009	43894	8	H7170	AS
3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-012 43894 11 H7170 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-013 43894 12 H7170 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-014 43894 13 H7180 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-015 43894 14 H7180 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-016 43894 15 H7180 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-016 43894 15 H7180 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-017 43894 16 H7180 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-018 43894 17 H7180 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-019 43894 18 H7180 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-019 43894 19 H7180 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 19 H7180 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 20 H7180 AS 3400 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 1H7261 AS 3400 MARUBENI-ITOCHU STEEL AMERICA INC L5-0296-001 43894 1H7261 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-001 43894 1H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-002 43894 2H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-004 43894 3H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-004 43894 5H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-005 43894 5H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 5H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 5H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 5H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-007 43894 5H7180 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-008 43894 9H7180 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS	3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-010	43894	9	H7170	AS'
3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-013 43894 12 H7170 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-014 43894 13 H7180 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-015 43894 14 H7180 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-016 43894 15 H7180 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-016 43894 16 H7180 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-017 43894 16 H7180 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-018 43894 17 H7180 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-019 43894 18 H7180 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 19 H7180 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 20 H7180 AS 3400 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 1H7261 AS 3400 MARUBENI-ITOCHU STEEL AMERICA INC L5-0296-001 43894 1H7261 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0296-002 43894 2H7261 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-001 43894 1H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-001 43894 2H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-002 43894 2H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-003 43894 3H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-004 43894 5H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-005 43894 5H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 5H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 5H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 5H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 5H7180 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-007 43894 5H7180 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-008 43894 9H7180 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-008 43894 9H7180 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS	3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-011	43894	10	H7170	AS
3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-014 43894 13 H7180 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-015 43894 14 H7180 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-016 43894 15 H7180 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-017 43894 16 H7180 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-017 43894 17 H7180 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-018 43894 17 H7180 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-019 43894 18 H7180 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 19 H7180 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 20 H7180 AS 3400 MARUBENI-ITOCHU STEEL AMERICA INC L5-0296-001 43894 1 H7261 AS 3400 MARUBENI-ITOCHU STEEL AMERICA INC L5-0296-002 43894 2 H7261 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-001 43894 1 H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-002 43894 2 H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-002 43894 3 H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-004 43894 3 H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-005 43894 5 H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 5 H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-007 43894 6 H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 7 H7180 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-007 43894 8 H7180 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-007 43894 9 H7180 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-008 43894 9 H7180 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9 H7180 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9 H7180 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9 H7180 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-000 43894 9 H7180 AS	3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-012	43894	11	H7170	AS
3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-015	3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-013	43894	12	H7170	AS'
3399MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-016 43894 15H7180 AS' 3399MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-017 43894 16H7180 AS' 3399MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-018 43894 17H7180 AS' 3399MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-019 43894 18H7180 AS' 3399MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 19H7180 AS' 3399MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 20H7180 AS' 3399MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 20H7180 AS' 3400MARUBENI-ITOCHU STEEL AMERICA INC L5-0296-001 43894 1H7261 AS' 3400MARUBENI-ITOCHU STEEL AMERICA INC L5-0296-002 43894 2H7261 AS' 3401MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-001 43894 1H7170 AS' 3401MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-002 43894 2H7170 AS' 3401MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-002 43894 3H7170 AS' 3401MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-004 43894 3H7170 AS' 3401MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-004 43894 4H7170 AS' 3401MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-005 43894 5H7170 AS' 3401MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 6H7170 AS' 3401MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-007 43894 7H7180 AS' 3401MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-007 43894 9H7180 AS' 3401MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-008 43894 9H7180 AS' 3401MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS'	3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-014	43894	13	H7180	AS'
3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-017 43894 16 H7180 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-018 43894 17 H7180 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-019 43894 18 H7180 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 19 H7180 AS 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 20 H7180 AS 3400 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 1 H7261 AS 3400 MARUBENI-ITOCHU STEEL AMERICA INC L5-0296-001 43894 1 H7261 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0296-002 43894 2 H7261 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-001 43894 1 H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-002 43894 2 H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-003 43894 3 H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-004 43894 4 H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-005 43894 5 H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 6 H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 6 H7170 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 7 H7180 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-007 43894 7 H7180 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-007 43894 9 H7180 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-008 43894 9 H7180 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9 H7180 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9 H7180 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9 H7180 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9 H7180 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9 H7180 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9 H7180 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9 H7180 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9 H7180 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9 H7180 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-000 43894 9 H7180 AS 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-000 43894 9 H7180 AS 3	3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-015	43894	14	H7180	AS'
3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-018 43894 17 H7180 AST 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 18 H7180 AST 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 19 H7180 AST 3400 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 20 H7180 AST 3400 MARUBENI-ITOCHU STEEL AMERICA INC L5-0296-001 43894 1H7261 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0296-002 43894 2H7261 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-001 43894 1H7170 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-002 43894 2H7170 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-003 43894 3H7170 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-004 43894 4H7170 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-004 43894 5H7170 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-005 43894 5H7170 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 6H7170 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 6H7170 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 7H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-007 43894 8H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-008 43894 9H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 10 H77180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 10 H77	3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-016	43894	15	H7180	AS'
3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-019 43894 18H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 19H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 20H7180 AS' 3400 MARUBENI-ITOCHU STEEL AMERICA INC L5-0296-001 43894 1H7261 AS' 3400 MARUBENI-ITOCHU STEEL AMERICA INC L5-0296-002 43894 2H7261 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-001 43894 1H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-002 43894 2H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-003 43894 3H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-004 43894 4H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-004 43894 5H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-005 43894 5H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 6H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 7H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-007 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-008 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS'	3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-017	43894	16	H7180	AS
3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 20H7180 AS' 3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 20H7180 AS' 3400 MARUBENI-ITOCHU STEEL AMERICA INC L5-0296-001 43894 1H7261 AS' 3400 MARUBENI-ITOCHU STEEL AMERICA INC L5-0296-002 43894 2H7261 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-001 43894 1H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-002 43894 2H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-002 43894 3H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-004 43894 4H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-004 43894 5H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-005 43894 5H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 6H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-007 43894 7H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-007 43894 8H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-008 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 10H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10H7180 AS'	3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-018	43894	17	H7180	AS.
3399 MARUBENI-ITOCHU STEEL AMERICA INC L5-0295-020 43894 20 H7180 AS' 3400 MARUBENI-ITOCHU STEEL AMERICA INC L5-0296-001 43894 1H7261 AS' 3400 MARUBENI-ITOCHU STEEL AMERICA INC L5-0296-002 43894 2H7261 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-001 43894 1H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-002 43894 2H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-003 43894 3H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-004 43894 4H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-005 43894 5H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-005 43894 5H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 6H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-007 43894 7H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-008 43894 8H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10H7180 AS'	3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-019	43894	18	H7180	AS:
3400 MARUBENI-ITOCHU STEEL AMERICA INC L5-0296-001 43894 1H7261 AS' 3400 MARUBENI-ITOCHU STEEL AMERICA INC L5-0296-002 43894 2H7261 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-001 43894 1H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-002 43894 2H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-003 43894 3H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-004 43894 4H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-005 43894 5H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-005 43894 6H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 6H7170 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-007 43894 7H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-008 43894 8H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 10H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10H7180 AS' 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10H7180 AS'	3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-020	43894	19	H7180	AS.
3400 MARUBENI-ITOCHU STEEL AMERICA INC L5-0296-002 43894 2H7261 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-001 43894 1H7170 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-002 43894 2H7170 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-003 43894 3H7170 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-004 43894 4H7170 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-005 43894 5H7170 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 6H7170 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 7H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-007 43894 8H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-008 43894 9H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10 H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10 H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10 H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10 H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10 H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10 H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10 H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10 H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10 H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10 H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10 H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10 H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10 H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10 H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10 H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10 H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10 H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L	3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-020	43894	20	H7180	AS.
3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-001 43894 1H7170 AS* 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-002 43894 2H7170 AS* 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-003 43894 3H7170 AS* 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-004 43894 4H7170 AS* 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-005 43894 5H7170 AS* 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 6H7170 AS* 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-007 43894 7H7180 AS* 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-008 43894 8H7180 AS* 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS* 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS* 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10H7180 AS*	3400	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0296-001	, 43894	1	H7261	AS'
3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-002 43894 2H7170 AS* 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-003 43894 3H7170 AS* 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-004 43894 4H7170 AS* 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-005 43894 5H7170 AS* 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 7H7180 AS* 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-008 43894 8H7180 AS* 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS* 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS* 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 10H7180 AS* 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10H7180 AS*	3400	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0296-002	43894	2	H7261	AS
3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-003 43894 3H7170 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-004 43894 4H7170 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-005 43894 5H7170 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 6H7170 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-007 43894 8H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10H7180 AST	3401	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0297-001	43894	1	H7170	AS
3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-004 43894 4H7170 AS1 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-005 43894 5H7170 AS1 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 6H7170 AS1 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-007 43894 7H7180 AS1 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-008 43894 9H7180 AS1 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS1 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10H7180 AS1 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10H7180 AS1	3401	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0297-002	43894	2	H7170	AS:
3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-005 43894 5H7170 AS7 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-006 43894 6H7170 AS7 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-007 43894 7H7180 AS7 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-008 43894 8H7180 AS7 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS7 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10H7180 AS7 # #	3401	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0297-003	43894	3	H7170	AS:
3401 MARUBENI-ITOCHU STEEL AMERICA INCL5-0297-006 43894 6H7170 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INCL5-0297-007 43894 7H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INCL5-0297-008 43894 8H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INCL5-0297-009 43894 9H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INCL5-0297-010 43894 10H7180 AST # #	3401	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0297-004	43894	4	H7170	ASI
3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-007 43894 7H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-008 43894 8H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10H7180 AST # #	3401	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0297-005	43894	5	H7170	AS'
3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-008 43894 8 H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9 H7180 AST 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10 H7180 AST # #	3401	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0297-006	43894	6	H7170	AS
3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-009 43894 9H7180 AS7 3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10H7180 AS7 # #	3401	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0297-007	43894	7	H7180	AS'
3401 MARUBENI-ITOCHU STEEL AMERICA INC L5-0297-010 43894 10 H7180 AST	3401	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0297-008	43894	8	H7180	AST
#	3401	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0297-009	43894	9	H7180	AST
#	3401	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0297-010	43894	10	H7180	AST
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With the novel coronavirus (COVID-19) global pandemic still taking shape in the US and all of us experiencing dramatic changes to our daily lives,
we wanted to let you know to our great regret.
Also we negotiated a business with you three weeks ago. At that time, the barrel price of WTI crude was \$47.25. Last Friday, the closing price was \$22.92.
A price drop of this magnitude is historic and has created havoc in the world markets, including the steel market.
We are hearing of order cancellations throughout the country, as the market is desperately struggling to cope with the collapsing oil price coupled with the devastating effects of the coronavirus. The future HRC price has dropped to \$24.00. We are now facing government mandated shutdowns across the country. The demand for steel will slow to a crawl.
Some mills expect price even \$19.00 in the near future.
If you still like us to take cargo, we will cooperate but we need to adjust the pricing.
Kindly, please be advised.
Sincerely,
Shohei

From: Tanaka Shohei-ISALSA < tanaka-s@us.benichu.com>

Date: Tue, Mar 24, 2020 at 6:06 PM

Subject: RE: MISA POs L5-0295, L5-0296, L5-0297; JSW Sales Orders: 003399, 003400,

003401

To: Abhishek Aggarwal <abhishek.aggarwal@jswsteel.us>

Cc: Cory Raimondi < cory.raimondi@jswsteel.us >, Dave Miltenberger

dave.miltenberger@jswsteel.us, Karen Renz karen.renz@jswsteel.us, Hirasawa Kazuyuki-

ISALSA < hirasawa-k@us.benichu.com >, Masuda Cindy-ISALSA < masuda-

c@us.benichu.com>, Oda Shoko-ISALSA <oda-s@us.benichu.com>

Dear Abhishek san,

Thank you for your email.

Please do not misinterpret my suggestion of a possible price adjustment.

We do not want the steel at any price. This was simply a gesture of good faith for you to consider.

We are cancelling the orders as your rejection to sign contracts, as our business no longer has a use for this material

due to the unprecedented collapse of the oil business, coupled with the unprecedented closing of businesses country-wide

due to the deadly coronavirus pandemic.

Our opinion remain unchanged from yesterday email subject to your response by 5:00pm on March 25, 2020 EST.

Your understanding would be appreciated.

EXHIBIT

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Sincerely,

Shohei

From: Abhishek Aggarwal <abhishek.aggarwal@jswsteel.us>

Sent: Tuesday, March 24, 2020 1:43 PM

To: Tanaka Shohei-ISALSA < tanaka-s@jpn.us.benichu.com>

Cc: Cory Raimondi <<u>cory.raimondi@jswsteel.us</u>>; Dave Miltenberger <<u>dave.miltenberger@jswsteel.us</u>>; Karen Renz <<u>karen.renz@jswsteel.us</u>>

Subject: RE: MISA POs L5-0295, L5-0296, L5-0297; JSW Sales Orders: 003399, 003400,

003401

Dear Shohei san

On March 5, 2020, you submitted to JSW your orders referenced above. On March 9, 2020, JSW timely acknowledged your orders by our standard Acknowledgments. Thereafter, JSW commenced production of the product that is subject to the order in reliance on your confirmed order.

Yesterday, March 23, 2020, you advised us in writing that you "are no longer able to honor" your orders. First, you attributed your cancellation attempt to our refusal to accept your terms and conditions. Then you noted the "extraordinary and unsettling times" and the resulting "havoc in world markets." Finally, you concluded "If you still like us to take cargo, we will cooperate but we need to adjust the pricing."

I immediately advised you in writing that we cannot accept cancellation of the orders and that the order is almost ready, with one barge being ready to leave today (March 24) and the second

barge to leave next week. In response, you stated that you "must stand" on your cancellation but that you would "evaluate a new pricing proposal to determine if this order can be resurrected."

Your attempt to cancel these orders is wrongful. You have no right to do so under the applicable terms of the orders or the Uniform Commercial Code (UCC). A failure of the parties' writings to agree on terms and conditions does not justify unilateral cancellation under Section 2-207 of the UCC. Nor does turmoil in world markets due to the pandemic. And obviously your desire to renegotiate pricing does not justify or authorize your attempted cancellation under any circumstance, and would belie any argument that your cancellation is due to a force majeure event.

You are hereby notified that we deem your attempted cancellation of the orders to be a repudiation of the contract, and that repudiation substantially impairs the value of the contract to JSW. We urge you to retract your repudiation and attempted cancellation immediately, but no later than 7:00 pm Eastern Standard time today, March 24. 2020. In the meantime, please accept this message as our formal notice of tender of delivery of the product to be delivered pursuant to the referenced orders. As I noted in my communication yesterday, barge #1 is loaded and prepared to depart at this time. Barge #2 will be loaded and prepared to depart as scheduled no later than March 30, 2020. We are holding this product at your disposition, and will dispatch it immediately on your instructions to do so. Your continued repudiation of this contract will cause us to incur additional costs and charges (including but not limited to storage and shipping cancellation costs) which damages will be your responsibility in additional to the contract price, regardless of whether the products are ultimately accepted by you.

Please immediately retract your repudiation of the contract and confirm your intention to accept delivery of the product.

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Thank You & Best Regards,

Abhishek Aggarwal

JSW Steel USA, Ohio, Inc.

1500 Commercial Ave